

## **CITY UTILITIES COMMITTEE**

### **AGENDA**

**MAY 30, 2006**

**A. ADOPTION OF AGENDA**

**B. APPROVAL OF MINUTES**

**C. QUARTERLY REPORT FROM THE DEPARTMENT OF WATERSHED MANAGEMENT**

**D. PUBLIC HEARING - ORDINANCE FOR SECOND READING**

06-O-1046 ( 1)     An Ordinance by Councilmember Howard Shook to authorize the extension of the public sanitary sewage system in portions of the public rights-of-way of Wieuca Road and/or North Stratford Road in the City of Atlanta; and for other purposes. **(Advertised for a Public Hearing 5/30/06)**

**E. ORDINANCES FOR SECOND READING**

06-O-0817 ( 1)     An Ordinance by City Utilities Committee authorizing the Mayor to execute a Franchise Renewal Agreement with Looking Glass Networks, Inc., to provide telecommunication services using public right-of-way; specifying the compensation due the City of Atlanta by the Franchise Agreement; and for other purposes. **(3<sup>rd</sup> Reading, Final Adoption)**

06-O-0818 ( 2)     An Ordinance by City Utilities Committee authorizing the Mayor to execute a Franchise Renewal Agreement with AGL Networks, LLC, to provide telecommunication services using public right-of-way; specifying the compensation due the City of Atlanta by the Franchise Agreement; and for other purposes. **(3<sup>rd</sup> Reading, Final Adoption)**

06-O-0819 ( 3)     An Ordinance by City Utilities Committee authorizing the Mayor to execute a Franchise Renewal Agreement with Progress Telecommunication, a Florida Corporation, to provide telecommunication services using public right-of-way; specifying the compensation due the City of Atlanta by the Franchise Agreement; and for other purposes. **(3<sup>rd</sup> Reading, Final Adoption)**

**City Utilities Committee Agenda**  
**May 30, 2006**  
**Page Two**

**ORDINANCES FOR SECOND READING (CONT'D)**

- 06-O-0820 ( 4)     An Ordinance by City Utilities Committee authorizing the Mayor to execute a Franchise Renewal Agreement with Time Warner Telecom of Georgia, LP, to provide telecommunication services using public right-of-way; specifying the compensation due the City of Atlanta by the Franchise Agreement; and for other purposes. **(3<sup>rd</sup> Reading, Final Adoption)**
- 06-O-0821 ( 5)     An Ordinance by City Utilities Committee authorizing the Mayor to execute a Franchise Renewal Agreement with XO Georgia, Inc., to provide telecommunication services using public right-of-way; specifying the compensation due the City of Atlanta by the Franchise Agreement; and for other purposes. **(3<sup>rd</sup> Reading, Final Adoption)**
- 06-O-0822 ( 6)     An Ordinance by City Utilities Committee authorizing the Mayor to execute a Franchise Renewal Agreement with Southern Telecom, Inc., to provide telecommunication services using public right-of-way; specifying the compensation due the City of Atlanta by the Franchise Agreement; and for other purposes. **(3<sup>rd</sup> Reading, Final Adoption)**
- 06-O-0823 ( 7)     An Ordinance by City Utilities Committee authorizing the Mayor to execute a Franchise Renewal Agreement with Sprint Telecommunications Corporation, to provide telecommunication services using public right-of-way; specifying the compensation due the City of Atlanta by the Franchise Agreement; and for other purposes. **(3<sup>rd</sup> Reading, Final Adoption)**
- 06-O-0824 ( 8)     An Ordinance by City Utilities Committee authorizing the Mayor to execute a Franchise Renewal Agreement with BellSouth Telecommunications, Inc., to provide telecommunication services using public right-of-way; specifying the compensation due the City of Atlanta by the Franchise Agreement; and for other purposes. **(3<sup>rd</sup> Reading, Final Adoption)**

**City Utilities Committee Agenda**  
**May 30, 2006**  
**Page Three**

**ORDINANCES FOR SECOND READING (CONT'D)**

- 06-O-1060 ( 9)     An Ordinance by Councilmember Carla Smith authorizing the purchase of a twelve foot (12') strip of land along the rear property line of 1144 and 1200 Avondale Avenue, lying and being in Land Lot 23 of the 14<sup>th</sup> District, Fulton County, Georgia; to reduce the distance requirement of City Code Section 74-303(b) from 75 feet to 50 feet and waive variance procedures in Sections 74-306 through 74-313 as applied to this property; to accept the donation of land abutting the City of Atlanta Chlorination Facility; and for other purposes.
- 06-O-1065 (10)     An Ordinance by Councilmember Natalyn Mosby Archibong authorizing the Mayor or her designee to waive the sidewalk requirements of Section 15-09.003 of the City of Atlanta Code of Ordinances, to provide that certain Subdivision SD-05-102 (2686 & 2692 Knox Street, SE) applicant deposit a dollar amount (\$6,700.00) equal to the value of the required sidewalk construction into a designated Trust Fund Account for District 5; and for other purposes.

**F. RESOLUTIONS**

- 06-R-1059 ( 1)     A Resolution by Councilmember Ceasar C. Mitchell authorizing payment of stipulated penalties imposed by the Environmental Protection Agency (EPA) and the Environmental Protection Division of the Department of Natural Resources of the State of Georgia (EPD) in the amount of \$\_\_\_\_\_ as stipulated penalties for the violation of CSO Fecal Coliform Operational Standards \_\_\_\_\_ pursuant to the CSO Consent Decree, Civil Action File No. 1:95-CV-2550-TWT; to identify the source of funding; and for other purposes.
- 06-R-1151 ( 2)     A Resolution by City Utilities Committee authorizing the Mayor to enter into an Agreement with Wade Coots Company, Inc. for FC-3006007912, Sewer Group One Rehabilitation Phase I Pipebursting – Contract B on behalf of the Department of Watershed Management; said contract shall be in an amount not to exceed \$8,781,875.30; all contracted work shall be charged to and paid from Fund, Account and Center Number: 2J28 (2004 Water & Wastewater Bond Fund) 574001 (Facilities other than Buildings) Q38I02739999 (Sewer Group One Rehabilitation); and for other purposes.

**City Utilities Committee Agenda**  
**May 30, 2006**  
**Page Four**

**RESOLUTIONS (CONT'D)**

- 06-R-1152 ( 3)     A Resolution by City Utilities Committee authorizing the Mayor to enter into an Agreement with American Water Services Underground Infrastructure, Inc. for FC-3006007906, Annual Contract for Small Diameter Sewer Improvements – Cured-In-Place-Pipe; on behalf of the Department of Watershed Management; said contract shall be in an amount not to exceed \$7,263,527.26; all contracted work shall be charged to and paid from Fund, Account and Center Number: 2J28 (2004 Water & Wastewater Bond Fund) 574001 (Facilities other than Buildings) Q38I02739999 (Sewer Group One Rehabilitation); and for other purposes.
- 06-R-1153 ( 4)     A Resolution by City Utilities Committee authorizing the Mayor to enter into an Agreement with Southeast Pipe Survey, Inc. for FC-3006007907, Annual Contract for Small Diameter Sewer Improvements – Pipebursting; on behalf of the Department of Watershed Management; said contract shall be in an amount not to exceed \$9,898,601.03; all contracted work shall be charged to and paid from Fund, Account and Center Number: 2J28 (2004 Water & Wastewater Bond Fund) 574001 (Facilities other than Buildings) Q38I02739999 (Sewer Group One Rehabilitation); and for other purposes.
- 06-R-1173 ( 5)     A Resolution by City Utilities Committee authorizing the Mayor to enter into Amendment No. 1 to the Agreement with Water Management Services, for FC-6004007697, on behalf of the Department of Watershed Management, for an amount not to exceed \$1,150,000.00; all contracted work shall be charged to and paid from Fund, Account and Center Number: 2J21 (Water & Wastewater Renewal and Extension) 574001 (Facilities other than Buildings) Q65J080394DA (Water Mains, Various Locations); and for other purposes.
- 06-R-1174 ( 6)     A Resolution by City Utilities Committee authorizing the Mayor to enter into an Agreement with Lakewood Hills, Inc. providing for the non-standard location of water meters on private property located in the City of Atlanta, Georgia, to which the City provides water services; and for other purposes.

**City Utilities Committee Agenda**  
**May 30, 2006**  
**Page Five**

**RESOLUTIONS (CONT'D)**

- 06-R-1175 ( 7)     A Resolution by City Utilities Committee authorizing the Mayor to enter into Amendment No. 1 to the Agreement with Metals and Materials Engineers, for FC-6004007832A, on behalf of the Department of Watershed Management for an amount not to exceed \$2,750,000.00; all contracted work shall be charged to and paid from Fund, Account and Center Number: 2J28 (2004 Water & Wastewater Bond Fund) 574001 (Facilities other than Buildings) Q65J08039999 (Water Mains, Various Locations); and for other purposes.
- 06-R-1176 ( 8)     A Resolution by City Utilities Committee authorizing the Mayor to enter into Amendment No. 1 to the Agreement with Rockdale Pipeline, Inc., for FC-6004007832B, on behalf of the Department of Watershed Management for an amount not to exceed \$1,000,000.00; all contracted work shall be charged to and paid from Various Funds, Account and Center Numbers; and for other purposes.

**G. PAPERS HELD IN COMMITTEE**

- 06-O-0306 ( 1)     An Ordinance by City Utilities Committee amending the 2006 (1994 G. O. Bond Referendum Fund) Budget by transferring from and to appropriations in the amount of \$852,361.11 to fund the Paving Management and Improvement Program; and for other purposes. **(Held 2/14/06 at the request of Councilmember Muller)**
- 06-O-0472 ( 2)     An Ordinance by Councilmembers C. T. Martin and Ivory L. Young, Jr. to re-name Simpson Road from H. E. Holmes Drive to West Peachtree Street, to Coretta Scott King Drive; to waive various subsections of Section 138-8 of the Code of Ordinances; and for other purposes. **(Held 2/14/06 awaiting decision from Coretta Scott King Commission on the appropriate honor for Mrs. King.)**

**PAPERS HELD IN COMMITTEE (CONT'D)**

- 06-O-0560 ( 3)     An Ordinance by Councilmember Kwanza Hall to **abandon** the following portion of right-of-way, being more specifically described in the legal description attached as Exhibit "A" and the survey attached as Exhibit "B" (1) Alexander Street between Luckie Street and Marietta Street, said property lying and being in Land Lot 79 of District 14, Fulton County, Georgia; and for other purposes. **(Public Hearing held 3/14/06) (Held 3/14/06 at the request of the Department of Public Works while questions to GDOT are being addressed.)**
- 06-R-0563 ( 4)     A Resolution by Councilmember Joyce M. Sheperd authorizing the Mayor to enter into an Agreement with Brock Built, LLC providing for the non-standard location of water meters on private property to which the city provides water services; and for other purposes. **(Referred back by Council 3/6/06) (Held 3/14/06 at the request of the Department of Watershed Management so that developer can address the private property concerns.)**
- 06-O-0698 ( 5)     An Ordinance by Councilmember Cleta Winslow to **abandon** that portion of Larkin Place between Larkin Street and Lowe's Alley, lying in Land Lot 84, 14<sup>th</sup> District, Fulton County, Georgia and being more fully described in the attached Exhibit "A"; and for other purposes **(Public Hearing Held 3/28/06 awaiting review from City Agencies and Public Utilities.)**
- 06-R-0907 ( 6)     A Resolution by City Utilities Committee authorizing the Mayor or designee to issue a **Notice-to-Proceed** with United Consulting, for FC-7449-02B, Citywide Annual Contract for Geotechnical and Environmental Engineering Testing and Investigation Services for Geotechnical Exploration for a proposed water tower on behalf of the Department of Watershed Management in an amount not to exceed \$13,000.00. All contracted work shall be charged to and paid from Fund, Account and Center Number: 2J21 (Water & Wastewater Renewal & Extension) 524001 (Consultant/Professional Services) Q42001 (Engineering Planning & Design). **(Held 4/25/06 for further review by the Department of Watershed Management.)**

**City Utilities Committee Agenda**  
**May 30, 2006**  
**Page Seven**

**PAPERS HELD IN COMMITTEE (CONT'D)**

- 06-O-0937 ( 7)     An Ordinance by Councilmember Clair Muller to amend Article VII of Chapter 74 entitled "***Riparian Buffer Requirements***"; to officially change the administrating Department to Watershed Management, to streamline the review process and clarify the Public Notice Requirements; and for other purposes. **(Held 4/25/06 for further review by the Department of Watershed Management.)**
- 06-O-0929 ( 8)     An Ordinance by City Utilities Committee amending the 2006 (2001 and 2004 Quality of Life Bond Fund) Budget by transferring from and to appropriations for the purpose of reprogramming several sidewalk, intersection improvements, greenspace, streetscape and traffic signal projects and for funding several sidewalks, bridge, corridor, unpaved streets, speed hump and traffic calming, street resurfacing and traffic signal projects; and for other purposes.  
**(Held 5/9/06 for financial concerns.)**
- 06-R-1053 ( 9)     A Resolution by Councilmember Ivory L. Young, Jr. of the City Council of City of Atlanta, Georgia, requesting that the Mayor consider foregoing the installation of a sidewalk in front of the Sig Samuels Laundry and Dry Cleaning Business located at 906 Monroe Drive and to allow the current front-side parking arrangement to remain intact.  
**(Held 5/9/06 until committee hears from the District Councilmember)**
- 06-O-1055 (10)     An Ordinance by Councilmember Clair Muller authorizing the Mayor or her designee to waive the sidewalk requirements of Section 15-09.003 of the City of Atlanta Code of Ordinances, to provide that a certain Subdivision SD-05-52 (513 Bryn Mawr Lane, NW) applicant deposit a dollar amount (\$5,956.45) equal to the value of the required sidewalk construction into a designated Trust Fund Account for District 8; and for other purposes.  
**(Held 5/9/06 at the request of Councilmember Muller.)**

**H.     ITEMS NOT AGENDA**

**I.     ADJOURNMENT**

AN ORDINANCE

*Hand Shook*

06-○-1046

BY: CITY UTILITIES COMMITTEE

AN ORDINANCE TO AUTHORIZE THE EXTENSION OF THE PUBLIC SANITARY SEWERAGE SYSTEM IN PORTIONS OF THE PUBLIC RIGHTS-OF-WAY OF WIEUCA ROAD AND/OR NORTH STRATFORD ROAD IN THE CITY OF ATLANTA; AND FOR OTHER PURPOSES.

**WHEREAS**, certain homes, and properties located along or near Wieuca Road in the City of Atlanta are not presently served by the public sewerage system, and are either suffering from the failure of on-site septic tanks and drain fields or such failures may be expected in the future; and

**WHEREAS**, the homeowners owners at 3851 Wieuca Road, N.E., have petitioned the Department of Watershed Management, requesting the extension of the public sewerage system to serve their home and property; and

**WHEREAS**, the petitioner has determined that design and installation by the City of Atlanta is preferable to a acquiring those services from another source, and is willing to bear the prorated cost of time and material for the installation of the sewer; and

**WHEREAS**, the Department of Watershed Management has determined that such extension is technically feasible and has staff and equipment available to prepare an engineering design and to construct the sewer extension to serve the area so described; and

**WHEREAS**, the extension of the public sewerage system to serve previously un-served residents is deemed to be in the best interest of the City and the Citizens thereof, in that it is beneficial to stormwater quality and the natural environment, as well as the quality of life of residents, and as such is a clear public purpose;

**NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:**

Section 1: That the Commissioner of Watershed Management is authorized to

D-1



prepare an engineering design and to construct said sanitary sewer extension, in the most efficient either by City forces or under the terms of an appropriate Contract for Sanitary Sewer Construction.

Section 2: That the sewer authorized for construction is detailed as follows:

<u>Location</u>	<u>Description</u>	<u>Approximate Price Range</u>
Wieuca Road near North Stratford Road		
Serving 2 Homes (Septic tank failure reported.)	150 LF, 8"Φ	\$ 50,000 <sup>00</sup>

Section 3: That the cost of the design and construction of the sewer extension shall be prorated among the real properties served by the extension, excepting any property for which public sewer access is already available; the prorated share of the cost shall be determined on the basis of primary street frontage along the public right-of-way; and that the Chief Financial Officer is authorized to work in conjunction with the City Attorney to prepare and execute the necessary documents to cause the collection of said cost, through the appropriate means and method up to and including the placement of liens against real property. All fees and assessments thus collected shall be deposited into Account # 2J01-?????-?????.

Section 4: That the cost of construction shall be paid from Account # 2J21-????-????.

Section 7: That all code sections, ordinances, and any part of all code sections and ordinances in conflict with this Ordinance are waived to the extent of the conflict.

**AN ORDINANCE BY CITY UTILITIES COMMITTEE**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH LOOKING GLASS NETWORKS, INC., TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT AND WAIVING CERTAIN PROVISIONS OF THE ROW FOR THIS INSTANCE ONLY; AND FOR OTHER PURPOSES.**

**WHEREAS**, LOOKING GLASS NETWORKS, INC., has operated a franchise in the City and desires to continue to provide telecommunications services on, under, over and through the public right-of-way of the City; and

**WHEREAS**, LOOKING GLASS NETWORKS, INC., has negotiated a franchise agreement with the City, which provides such access and preserves the rights of the City.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:**

**SECTION 1:** That the Mayor be and is hereby authorized to execute a renewal franchise agreement with LOOKING GLASS NETWORKS, INC., for use of the public right-of-way for telecommunications purposes.

**SECTION 2:** That such franchise agreement shall expire and terminate on April 1, 2008.

**SECTION 3:** LOOKING GLASS NETWORKS, INC., shall pay the City an annual franchise fee equal to three percent (3%) of the franchisee's annual Gross Revenue, provided that in any calendar year that Grantee's Gross Revenue does not exceed \$500,000.00, the Franchise Fee shall be \$15,000.00 per year; provided further, however, that in no event will the Franchise Fee exceed an annual inflation-based cap. During the first two years of this Agreement, this cap will be set at eleven million dollars (\$11,000,000.00) annually. For the following three years of this Agreement, this eleven million dollar (\$11,000,000.00) cap will be increased annually at the anniversary date of the execution of this Agreement, by the rate of inflation, which will be measured by the percentage change in the Gross-Domestic-Price Index ("GDI"), which is the gross domestic product fixed weight price index calculated by the United States Department of Commerce. The Grantee's obligation to pay the Franchise Fee shall commence on the Effective Date and continue throughout the Term; fees shall be paid on a quarterly basis for the preceding quarter, and shall be due on April 15, July 15, October 15, and the 15<sup>th</sup> day of January of each year throughout the Term. In the quarter, the Franchise Fee shall be prorated relative to the number of days in the quarter that the Franchise is in effect. On or before each quarterly payment date, Grantee shall provide a certificate, signed and attested to by the appropriate corporate officers or authorized corporate representatives, which verifies Grantee's Gross Revenues for the prior quarter.

**SECTION 4:** That the City Attorney shall prepare a renewal franchise agreement containing all of the foregoing terms, which shall be approved by the City Attorney as to form.

**SECTION 5:** That said franchise agreement shall not be binding on the City until executed by the Mayor sealed by the Municipal Clerk and delivered to LOOKING GLASS NETWORKS, INC.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): [Signature]

Contact Number: x 6310

Originating Department: Office of Communications

Committee(s) of Purview: City Utilities Committee

Council Deadline: April 10, 2006

Committee Meeting Date(s): April 25, 2006 Full Council Date: May 1, 2006

Commissioner Signature \_\_\_\_\_

CAPTION

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH LOOKING GLASS NETWORKS, INC. TELECOMMUNICATIONS CORPORATION, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT AND WAIVING CERTAIN PROVISIONS OF THE ROW FOR THIS INSTANCE ONLY; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: The City of Atlanta will receive 3% of the company's gross revenues derived from business in the City of Atlanta.

Mayor's Staff Only

Received by Mayor's Office:

4/12/06  
(date) [Signature]

Reviewed by:

[Signature]  
(date)

Submitted to Council:

\_\_\_\_\_  
(date)

## TRANSMITTAL FORM FOR LEGISLATION

TO:

MAYOR'S OFFICE:

*GREG RIDGEA*  
(For review & Distribution to Execution Management)

Commissioner's Signature: *J. Ridgea*

Director's Signature: \_\_\_\_\_

From: Origination Dept. Office of Communications

Contact (name): Joe Morris III  
404-330-6504

Committee(s) Purview: CUC

Committee Deadline: \_\_\_\_\_

Committee Meeting Date(s): APRIL 25, 2006

City Council Meeting Date: MAY 01, 2006

### CAPTION:

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH LOOKING GLASS NETWORKS, INC. TELECOMMUNICATIONS CORPORATION, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.**

### **BACKGROUND/PURPOSE/DISCUSSION:**

The City governs the telecommunications and cable companies that do business in the City through the franchise agreement. The franchise agreement sets the legal and financial boundaries in which the companies are to adhere.

### **FINANCIAL IMPACT (If Any):**

The City of Atlanta will receive 3% of the company's gross revenues derived from business in the City of Atlanta.

### **Mayor's Staff Only**

Received by Mayor's Office:

\_\_\_\_\_  
(date) (initials)

Reviewed by: *J. Ridgea*

Submit to Council:

\_\_\_\_\_  
(date)

Action by Committee: \_\_\_\_\_ Approved \_\_\_\_\_ Adverse \_\_\_\_\_ Held \_\_\_\_\_ Amended

\_\_\_\_\_ Substitute \_\_\_\_\_ Referred \_\_\_\_\_ Other

**AN ORDINANCE BY CITY UTILITIES COMMITTEE**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH AGL NETWORKS, LLC, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, AGL NETWORKS, LLC, has operated a franchise in the city and desires to continue to provide telecommunications services on, under, over and through the public right-of-way of the City; and

**WHEREAS**, AGL NETWORKS, LLC, has negotiated a franchise agreement with the City, which provides such access and preserves the rights of the City.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:**

**SECTION 1:** That the Mayor be and is hereby authorized to execute a renewal franchise agreement with AGL NETWORKS, LLC, for use of the public right-of-way for telecommunications purposes.

**SECTION 2:** That such franchise agreement shall expire and terminate on April 1, 2008.

**SECTION 3:** AGL NETWORKS, LLC, shall pay the City an annual franchise fee equal to three percent (3%) of the franchisee's annual Gross Revenue, provided that in any calendar year that Grantee's Gross Revenue does not exceed \$500,000.00, the Franchise Fee shall be \$15,000.00 per year; provided further, however, that in no event will the Franchise Fee exceed an annual inflation-based cap. During the first two years of this Agreement, this cap will be set at eleven million dollars (\$11,000,000.00) annually. For the following three years of this Agreement, this eleven million dollar (\$11,000,000.00) cap will be increased annually at the anniversary date of the execution of this Agreement, by the rate of inflation, which will be measured by the percentage change in the Gross-Domestic-Price Index ("GDI"), which is the gross domestic product fixed weight price index calculated by the United States Department of Commerce. The Grantee's obligation to pay the Franchise Fee shall commence on the Effective Date and continue throughout the Term; fees shall be paid on a quarterly basis for the preceding quarter, and shall be due on April 15, July 15, October 15, and the 15<sup>th</sup> day of January of each year throughout the Term. In the quarter, the Franchise Fee shall be prorated relative to the number of days in the quarter that the Franchise is in effect. On or before each quarterly payment date, Grantee shall provide a certificate, signed and attested to by the appropriate corporate officers or authorized corporate representatives, which verifies Grantee's Gross Revenues for the prior quarter.

E-2

**SECTION 4:** That the City Attorney shall prepare a renewal franchise agreement containing all of the foregoing terms, which shall be approved by the City Attorney as to form.

**SECTION 5:** That said franchise agreement shall not be binding on the City until executed by the Mayor sealed by the Municipal Clerk and delivered to AGL NETWORKS, LLC.

Submitted to Council:



## TRANSMITTAL FORM FOR LEGISLATION

TO:

MAYOR'S OFFICE:

*GREG PRIDGEN*  
(For review & Distribution to Execution Management)

Commissioner's Signature:

Director's Signature: \_\_\_\_\_

From: Origination Dept. Office of Communications

Contact (name): Joe Morris III  
404-330-6504

Committee(s) Purview: CUC

Committee Deadline: \_\_\_\_\_

Committee Meeting Date(s): APRIL 25, 2006

City Council Meeting Date: MAY 1, 2006

### CAPTION:

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH AGL RESOURCES TELECOMMUNICATIONS CORPORATION, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.**

### **BACKGROUND/PURPOSE/DISCUSSION:**

The City governs the telecommunications and cable companies that do business in the City through the franchise agreement. The franchise agreement sets the legal and financial boundaries in which the companies are to adhere.

### **FINANCIAL IMPACT (If Any):**

The City of Atlanta will receive 3% of the company's gross revenues derived from business in the City of Atlanta.

### **Mayor's Staff Only**

Received by Mayor's Office:

\_\_\_\_\_  
(date) (initials)

Reviewed by:

Submit to Council:

\_\_\_\_\_  
(date)

Action by Committee: \_\_\_\_\_ Approved \_\_\_\_\_ Adverse \_\_\_\_\_ Held \_\_\_\_\_ Amended

\_\_\_\_\_ Substitute \_\_\_\_\_ Referred \_\_\_\_\_ Other

**AN ORDINANCE BY CITY UTILITIES COMMITTEE**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH PROGRESS TELECOMMUNICATIONS CORPORATION, A FLORIDA CORPORATION, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.**

**WHEREAS, PROGRESS TELECOMMUNICATIONS CORPORATION, has operated a franchise in the city and desires to continue to provide telecommunications services on, under, over and through the public right-of-way of the City; and**

**WHEREAS, PROGRESS TELECOMMUNICATIONS CORPORATION, has negotiated a franchise agreement with the City, which provides such access and preserves the rights of the City.**

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:**

**SECTION 1:** That the Mayor be and is hereby authorized to execute a renewal franchise agreement with PROGRESS TELECOMMUNICATIONS CORPORATION, for use of the public right-of-way for telecommunications purposes.

**SECTION 2:** That such franchise agreement shall expire and terminate on April 1, 2008.

**SECTION 3:** PROGRESS TELECOMMUNICATIONS CORPORATION, shall pay the City an annual franchise fee equal to three percent (3%) of the franchisee's annual Gross Revenue, provided that in any calendar year that Grantee's Gross Revenue does not exceed \$500,000.00, the Franchise Fee shall be \$15,000.00 per year; provided further, however, that in no event will the Franchise Fee exceed an annual inflation-based cap. During the first two years of this Agreement, this cap will be set at eleven million dollars (\$11,000,000.00) annually. For the following three years of this Agreement, this eleven million dollar (\$11,000,000.00) cap will be increased annually at the anniversary date of the execution of this Agreement, by the rate of inflation, which will be measured by the percentage change in the Gross-Domestic-Price Index ("GDI"), which is the gross domestic product fixed weight price index calculated by the United States Department of Commerce. The Grantee's obligation to pay the Franchise Fee shall commence on the Effective Date and continue throughout the Term; fees shall be paid on a quarterly basis for the preceding quarter, and shall be due on April 15, July 15, October 15, and the 15<sup>th</sup> day of January of each year throughout the Term. In the quarter, the Franchise Fee shall be prorated relative to the number of days in the quarter that the Franchise is in effect. On or before each quarterly payment date, Grantee shall provide a certificate, signed and attested to by the appropriate corporate officers or authorized corporate representatives, which verifies Grantee's Gross Revenues for the prior quarter.

**SECTION 4:** That the City Attorney shall prepare a renewal franchise agreement containing all

of the foregoing terms, which shall be approved by the City Attorney as to form.

**SECTION 5:** That said franchise agreement shall not be binding on the City until executed by the Mayor sealed by the Municipal Clerk and delivered to PROGRESS TELECOMMUNICATIONS CORPORATION.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): JD Boatwright

Contact Number: x 6310

Originating Department: Office of Communications

Committee(s) of Purview: City Utilities Committee

Council Deadline: April 10, 2006

Committee Meeting Date(s): April 25, 2006 Full Council Date: May 1, 2006

Commissioner Signature \_\_\_\_\_

CAPTION

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH PROGRESS TELECOMMUNICATIONS CORPORATION, A FLORIDA CORPORATION, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: The City of Atlanta will receive 3% of the company's gross revenues derived from business in the City of Atlanta.

Mayor's Staff Only

Received by Mayor's Office: 4/12/06 JS Reviewed by: JS  
(date) (date)

Submitted to Council: \_\_\_\_\_  
(date)

## TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE: GREG PRIDGEON  
(For review & Distribution to Execution Management)

Commissioner's Signature: [Signature] Director's Signature: \_\_\_\_\_

From: Origination Dept. Office of Communications Contact (name): Joe Morris III  
404-330-6504

Committee(s) Purview: CUC Committee Deadline: \_\_\_\_\_

Committee Meeting Date(s): APRIL 25, 2006 City Council Meeting Date: MAY 1, 2006

### CAPTION:

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH PROGRESS TELECOMMUNICATIONS CORPORATION, A FLORIDA CORPORATION, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.**

### **BACKGROUND/PURPOSE/DISCUSSION:**

The City governs the telecommunications and cable companies that do business in the City through the franchise agreement. The franchise agreement sets the legal and financial boundaries in which the companies are to adhere.

### **FINANCIAL IMPACT (If Any):**

The City of Atlanta will receive 3% of the company's gross revenues derived from business in the City of Atlanta.

### **Mayor's Staff Only**

Received by Mayor's Office: \_\_\_\_\_ Reviewed by: [Signature]  
(date) (initials)

Submit to Council: \_\_\_\_\_  
(date)

Action by Committee: \_\_\_\_\_ Approved \_\_\_\_\_ Adverse \_\_\_\_\_ Held \_\_\_\_\_ Amended  
\_\_\_\_\_ Substitute \_\_\_\_\_ Referred \_\_\_\_\_ Other

**AN ORDINANCE BY CITY UTILITIES COMMITTEE**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH TIME WARNER TELECOM OF GEORGIA, LP, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, TIME WARNER TELECOM OF GEORGIA, LP, has operated a franchise in the City and desires to continue to provide telecommunications services on, under, over and through the public right-of-way of the City; and

**WHEREAS**, TIME WARNER TELECOM OF GEORGIA, LP, has negotiated a franchise agreement with the City, which provides such access and preserves the rights of the City.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:**

**SECTION 1:** That the Mayor be and is hereby authorized to execute a renewal franchise agreement with TIME WARNER TELECOM OF GEORGIA, LP, for use of the public right-of-way for telecommunications purposes.

**SECTION 2:** That such franchise agreement shall expire and terminate on April 1, 2008.

**SECTION 3:** TIME WARNER TELECOM OF GEORGIA, LP, shall pay the City an annual franchise fee equal to three percent (3%) of the franchisee's annual Gross Revenue, provided that in any calendar year that Grantee's Gross Revenue does not exceed \$500,000.00, the Franchise Fee shall be \$15,000.00 per year; provided further, however, that in no event will the Franchise Fee exceed an annual inflation-based cap. During the first two years of this Agreement, this cap will be set at eleven million dollars (\$11,000,000.00) annually. For the following three years of this Agreement, this eleven million dollar (\$11,000,000.00) cap will be increased annually at the anniversary date of the execution of this Agreement, by the rate of inflation, which will be measured by the percentage change in the Gross-Domestic-Price Index ("GDI"), which is the gross domestic product fixed weight price index calculated by the United States Department of Commerce. The Grantee's obligation to pay the Franchise Fee shall commence on the Effective Date and continue throughout the Term; fees shall be paid on a quarterly basis for the preceding quarter, and shall be due on April 15, July 15, October 15, and the 15<sup>th</sup> day of January of each year throughout the Term. In the quarter, the Franchise Fee shall be prorated relative to the number of days in the quarter that the Franchise is in effect. On or before each quarterly payment date, Grantee shall provide a certificate, signed and attested to by the appropriate corporate officers or authorized corporate representatives, which verifies Grantee's Gross Revenues for the prior quarter.

**SECTION 4:** That the City Attorney shall prepare a renewal franchise agreement containing all of the foregoing terms, which shall be approved by the City Attorney as to form.

**SECTION 5:** That said franchise agreement shall not be binding on the City until executed by the Mayor sealed by the Municipal Clerk and delivered to TIME WARNER TELECOM OF GEORGIA, LP.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): [Signature]

Contact Number: x 6310

Originating Department: Office of Communications

Committee(s) of Purview: City Utilities Committee

Council Deadline: April 10, 2006

Committee Meeting Date(s): April 25, 2006 Full Council Date: May 1, 2006  
Commissioner Signature \_\_\_\_\_

CAPTION

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH TIME WARNER TELECOM OF GEORGIA, LP TELECOMMUNICATIONS CORPORATION, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: The City of Atlanta will receive 3% of the company's gross revenues derived from business in the City of Atlanta.

Mayor's Staff Only

Received by Mayor's Office: 4/12/06 [Signature] (date) Reviewed by: [Signature] (date)

Submitted to Council: \_\_\_\_\_  
(date)



## TRANSMITTAL FORM FOR LEGISLATION

TO:

MAYOR'S OFFICE:

*GREG PRIDGEN*  
(For review & Distribution to Execution Management)

Commissioner's Signature: *[Signature]*

Director's Signature: \_\_\_\_\_

From: Origination Dept. Office of Communications

Contact (name): Joe Morris III  
404-330-6504

Committee(s) Purview: CUC

Committee Deadline: \_\_\_\_\_

Committee Meeting Date(s): APRIL 25, 2006

City Council Meeting Date: MAY 1, 2006

### CAPTION:

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH TIME WARNER TELECOM OF GEORGIA, LP TELECOMMUNICATIONS CORPORATION, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.**

### **BACKGROUND/PURPOSE/DISCUSSION:**

The City governs the telecommunications and cable companies that do business in the City through the franchise agreement. The franchise agreement sets the legal and financial boundaries in which the companies are to adhere.

### **FINANCIAL IMPACT (If Any):**

The City of Atlanta will receive 3% of the company's gross revenues derived from business in the City of Atlanta.

### **Mayor's Staff Only**

Received by Mayor's Office:

(date)

(initials)

Reviewed by: *[Signature]*

Submit to Council:

(date)

Action by Committee: \_\_\_\_\_ Approved \_\_\_\_\_ Adverse \_\_\_\_\_ Held \_\_\_\_\_ Amended

\_\_\_\_\_ Substitute \_\_\_\_\_ Referred \_\_\_\_\_ Other

**AN ORDINANCE BY CITY UTILITIES COMMITTEE**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH XO GEORGIA, INC., TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, XO GEORGIA, INC., has operated a franchise in the city and desires to continue to provide telecommunications services on, under over and through the public right-of-way of the City; and

**WHEREAS**, XO GEORGIA, INC., has negotiated a franchise agreement with the City, which provides such access and preserves the rights of the City.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:**

**SECTION 1:** That the Mayor be and is hereby authorized to execute a renewal franchise agreement with XO GEORGIA, INC., for use of the public right-of-way for telecommunications purposes.

**SECITON 2:** That such franchise agreement shall expire and terminate on April 1, 2008. -

**SECTION 3:** XO GEORGIA, INC., shall pay the City an annual franchise fee equal to three percent (3%) of the franchisee's annual Gross Revenue, provided that in any calendar year that Grantee's Gross Revenue does not exceed \$500,000.00, the Franchise Fee shall be \$15,000.00 per year; provided further, however, that in no event will the Franchise Fee exceed an annual inflation-based cap. During the first two years of this Agreement, this cap will be set at eleven million dollars (\$11,000,000.00) annually. For the following three years of this Agreement, this eleven million dollar (\$11,000,000.00) cap will be increased annually at the anniversary date of the execution of this Agreement, by the rate of inflation, which will be measured by the percentage change in the Gross-Domestic-Price Index ("GDI"), which is the gross domestic product fixed weight price index calculated by the United States Department of Commerce. The Grantee's obligation to pay the Franchise Fee shall commence on the Effective Date and continue throughout the Term; fees shall be paid on a quarterly basis for the preceding quarter, and shall be due on April 15, July 15, October 15, and the 15<sup>th</sup> day of January of each year throughout the Term. In the quarter, the Franchise Fee shall be prorated relative to the number of days in the quarter that the Franchise is in effect. On or before each quarterly payment date, Grantee shall provide a certificate, signed and attested to by the appropriate corporate officers or authorized corporate representatives, which verifies Grantee's Gross Revenues for the prior quarter.

**SECTION 4:** That the City Attorney shall prepare a renewal franchise agreement containing all of the foregoing terms, which shall be approved by the City Attorney as to form.

**SECTION 5:** That said franchise agreement shall not be binding on the City until executed by the Mayor sealed by the Municipal Clerk and delivered to XO GEORGIA, INC.

## TRANSMITTAL FORM FOR LEGISLATION

TO:

MAYOR'S OFFICE:

*GREG PRIDGEN*  
(For review & Distribution to Execution Management)

Commissioner's Signature: *[Signature]*

Director's Signature: \_\_\_\_\_

From: Origination Dept. Office of Communications

Contact (name): Joe Morris III  
404-330-6504

Committee(s) Purview: CUC

Committee Deadline: \_\_\_\_\_

Committee Meeting Date(s): APRIL 25, 2006

City Council Meeting Date: MAY 1, 2006

### CAPTION:

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH XO GEORGIA, INC TELECOMMUNICATIONS CORPORATION, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.**

### **BACKGROUND/PURPOSE/DISCUSSION:**

The City governs the telecommunications and cable companies that do business in the City through the franchise agreement. The franchise agreement sets the legal and financial boundaries in which the companies are to adhere.

### **FINANCIAL IMPACT (If Any):**

The City of Atlanta will receive 3% of the company's gross revenues derived from business in the City of Atlanta.

### **Mayor's Staff Only**

Received by Mayor's Office:

4/11/06  
(date)

\_\_\_\_\_  
(initials)

Reviewed by: *[Signature]*

Submit to Council:

\_\_\_\_\_  
(date)

Action by Committee: \_\_\_\_\_ Approved \_\_\_\_\_ Adverse \_\_\_\_\_ Held \_\_\_\_\_ Amended

\_\_\_\_\_ Substitute \_\_\_\_\_ Referred \_\_\_\_\_ Other

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): [Signature]

Contact Number: x 6310

Originating Department: Office of Communications

Committee(s) of Purview: City Utilities Committee

Council Deadline: April 10, 2006

Committee Meeting Date(s): April 25, 2006 Full Council Date: May 1, 2006  
Commissioner Signature \_\_\_\_\_

**CAPTION**

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH XO GEORGIA, INC. TELECOMMUNICATIONS CORPORATION, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: The City of Atlanta will receive 3% of the company's gross revenues derived from business in the City of Atlanta.

Mayor's Staff Only

Received by Mayor's Office:

4/12/06 [Signature]  
(date)

Reviewed by:

[Signature]  
(date)

Submitted to Council:

\_\_\_\_\_  
(date)

**AN ORDINANCE BY CITY UTILITIES COMMITTEE**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH SOUTHERN TELECOM, INC., TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, SOUTHERN TELECOM, INC., has operated a franchise in the City and desires to continue to provide telecommunications services on, under, over and through the public right-of-way of the City; and

**WHEREAS**, SOUTHERN TELECOM, INC., has negotiated a franchise agreement with the City, which provides such access and preserves the rights of the City.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:**

**SECTION 1:** That the Mayor be and is hereby authorized to execute a renewal franchise agreement with SOUTHERN TELECOM, INC., for use of the public right-of-way for telecommunications purposes.

**SECTION 2:** That such franchise agreement shall expire and terminate on April 1, 2008.

**SECTION 3:** SOUTHERN TELECOM, INC., shall pay the City an annual franchise fee equal to three percent (3%) of the franchisee's annual Gross Revenue, provided that in any calendar year that Grantee's Gross Revenue does not exceed \$500,000.00, the Franchise Fee shall be \$15,000.00 per year; provided further, however, that in no event will the Franchise Fee exceed an annual inflation-based cap. During the first two years of this Agreement, this cap will be set at eleven million dollars (\$11,000,000.00) annually. For the following three years of this Agreement, this eleven million dollar (\$11,000,000.00) cap will be increased annually at the anniversary date of the execution of this Agreement, by the rate of inflation, which will be measured by the percentage change in the Gross-Domestic-Price Index ("GDI"), which is the gross domestic product fixed weight price index calculated by the United States Department of Commerce. The Grantee's obligation to pay the Franchise Fee shall commence on the Effective Date and continue throughout the Term; fees shall be paid on a quarterly basis for the preceding quarter, and shall be due on April 15, July 15, October 15, and the 15<sup>th</sup> day of January of each year throughout the Term. In the quarter, the Franchise Fee shall be prorated relative to the number of days in the quarter that the Franchise is in effect. On or before each quarterly payment date, Grantee shall provide a certificate, signed and attested to by the appropriate corporate officers or authorized corporate representatives, which verifies Grantee's Gross Revenues for the prior quarter.

**SECTION 4:** That the City Attorney shall prepare a renewal franchise agreement containing all of the foregoing terms, which shall be approved by the City Attorney as to form.

**SECTION 5:** That said franchise agreement shall not be binding on the City until executed by the Mayor sealed by the Municipal Clerk and delivered to SOUTHERN TELECOM, INC.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): [Signature]

Contact Number: x 6310

Originating Department: Office of Communications

Committee(s) of Purview: City Utilities Committee

Council Deadline: April 10, 2006

Committee Meeting Date(s): April 25, 2006 Full Council Date: May 1, 2006

Commissioner Signature \_\_\_\_\_

**CAPTION**

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH SOUTHERN TELECOM, INC TELECOMMUNICATIONS CORPORATION, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: The City of Atlanta will receive 3% of the company's gross revenues derived from business in the City of Atlanta.

Mayor's Staff Only

Received by Mayor's Office: 4/12/06 Reviewed by: [Signature]  
(date) (date)

Submitted to Council: \_\_\_\_\_  
(date)



## TRANSMITTAL FORM FOR LEGISLATION

TO:

MAYOR'S OFFICE:

*GREG PRIDGEON*  
(For review & Distribution to Execution Management)

Commissioner's Signature: *[Signature]*

Director's Signature: \_\_\_\_\_

From: Origination Dept. Office of Communications

Contact (name): Joe Morris III  
404-330-6504

Committee(s) Purview: CUC

Committee Deadline: \_\_\_\_\_

Committee Meeting Date(s): APRIL 25, 2006

City Council Meeting Date: MAY 1, 2006

### CAPTION:

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH SOUTHERN TELECOM, INC TELECOMMUNICATIONS CORPORATION, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.**

### **BACKGROUND/PURPOSE/DISCUSSION:**

The City governs the telecommunications and cable companies that do business in the City through the franchise agreement. The franchise agreement sets the legal and financial boundaries in which the companies are to adhere.

### **FINANCIAL IMPACT (If Any):**

The City of Atlanta will receive 3% of the company's gross revenues derived from business in the City of Atlanta.

### **Mayor's Staff Only**

Received by Mayor's Office: \_\_\_\_\_

(date)

(initials)

Reviewed by: *[Signature]*

Submit to Council: \_\_\_\_\_

(date)

Action by Committee: \_\_\_\_\_ Approved \_\_\_\_\_ Adverse \_\_\_\_\_ Held \_\_\_\_\_ Amended

\_\_\_\_\_ Substitute \_\_\_\_\_ Referred \_\_\_\_\_ Other

**06-O-0823**

**AN ORDINANCE BY CITY UTILITIES COMMITTEE**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH SPRINT TELECOMMUNICATIONS CORPORATION, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, SPRINT TELECOMMUNICATIONS CORPORATION, has operated a franchise in the city and desires to continue to provide telecommunications services on, under over and through the public right-of-way of the City; and

**WHEREAS**, SPRINT TELECOMMUNICATIONS CORPORATION, has negotiated a franchise agreement with the City, which provides such access and preserves the rights of the City.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:**

**SECTION 1:** That the Mayor be and is hereby authorized to execute a renewal franchise agreement with SPRINT TELECOMMUNICATIONS CORPORATION, for use of the public right-of-way for telecommunications purposes.

**SECITON 2:** That such franchise agreement shall expire and terminate on April 1, 2008. -

**SECTION 3:** SPRINT TELECOMMUNICATIONS CORPORATION, shall pay the City an annual franchise fee of \$2 outside of the designated area Peachtree Corridor and \$8 inside the diesignated are Peachtree Corridor, provided that in any calendar year that Grantee's Gross Revenue does not exceed \$500,000.00, the Franchise Fee shall be \$15,000.00 per year; provided further, however, that in no event will the Franchise Fee exceed an annual inflation-based cap. During the first two years of this Agreement, this cap will be set at eleven million dollars (\$11,000,000.00) annually. For the following three years of this Agreement, this eleven million dollar (\$11,000,000.00) cap will be increased annually at the anniversary date of the execution of this Agreement, by the rate of inflation, which will be measured by the percentage change in the Gross-Domestic-Price Index ("GDI"), which is the gross domestic product fixed weight price index calculated by the United States Department of Commerce. The Grantee's obligation to pay the Franchise Fee shall commence on the Effective Date and continue throughout the Term; fees shall be paid on a quarterly basis for the preceding quarter, and shall be due on April 15, July 15, October 15, and the 15<sup>th</sup> day of January of each year throughout the Term. In the quarter, the Franchise Fee shall be prorated relative to the number of days in the quarter that the Franchise is in effect. On or before each quarterly payment date, Grantee shall provide a certificate, signed and attested to by the appropriate corporate officers or authorized corporate representatives, which verifies Grantee's Gross Revenues for the prior quarter.

**SECTION 4:** That the City Attorney shall prepare a renewal franchise agreement containing all of the foregoing terms, which shall be approved by the City Attorney as to form.

**SECTION 5:** That said franchise agreement shall not be binding on the City until executed by the Mayor sealed by the Municipal Clerk and delivered to SPRINT TELECOMMUNICATIONS CORPORATION.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): 

Contact Number: \_\_x 6310\_\_

Originating Department: Office of Communications

Committee(s) of Purview: City Utilities Committee

Council Deadline: April 10, 2006

Committee Meeting Date(s): April 25, 2006 Full Council Date: May 1, 2006  
Commissioner Signature \_\_\_\_\_

**CAPTION**

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH SPRINT TELECOMMUNICATIONS CORPORATION, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT AND WAIVING CERTAIN PROVISIONS OF THE ROW FOR THIS INSTANCE ONLY; AND FOR OTHER PURPOSES.

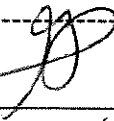
FINANCIAL IMPACT: The City of Atlanta will receive 3% of the company's gross revenues derived from business in the City of Atlanta.

Mayor's Staff Only

Received by Mayor's Office: \_\_\_\_\_

4/12/06  
(date)

Reviewed by: \_\_\_\_\_

  
(date)

Submitted to Council: \_\_\_\_\_

(date)

## TRANSMITTAL FORM FOR LEGISLATION

TO:

MAYOR'S OFFICE:

*GREG BRIDGEON*  
(For review & Distribution to Execution Management)

Commissioner's Signature:

*[Signature]*

Director's Signature: \_\_\_\_\_

From: Origination Dept. Office of Communications

Contact (name): Joe Morris III  
404-330-6504

Committee(s) Purview: CUC

Committee Deadline: \_\_\_\_\_

Committee Meeting Date(s): APRIL 25, 2006

City Council Meeting Date: MAY 1, 2006

### CAPTION:

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH SPRINT TELECOMMUNICATIONS CORPORATION, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.**

### **BACKGROUND/PURPOSE/DISCUSSION:**

The City governs the telecommunications and cable companies that do business in the City through the franchise agreement. The franchise agreement sets the legal and financial boundaries in which the companies are to adhere.

### **FINANCIAL IMPACT (If Any):**

The City of Atlanta will receive 3% of the company's gross revenues derived from business in the City of Atlanta.

### **Mayor's Staff Only**

Received by Mayor's Office:

\_\_\_\_\_  
(date) (initials)

Reviewed by:

*[Signature]*

Submit to Council:

\_\_\_\_\_  
(date)

Action by Committee: \_\_\_\_\_ Approved \_\_\_\_\_ Adverse \_\_\_\_\_ Held \_\_\_\_\_ Amended

\_\_\_\_\_ Substitute \_\_\_\_\_ Referred \_\_\_\_\_ Other

**AN ORDINANCE BY CITY UTILITIES COMMITTEE**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH BELLSOUTH TELECOMMUNICATIONS, INC., TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, BELLSOUTH TELECOMMUNICATIONS, INC., has operated a franchise in the City and desires to continue to provide telecommunications services on, under, over and through the public right-of-way of the City; and

**WHEREAS**, BELLSOUTH TELECOMMUNICATIONS INC., has negotiated a franchise agreement with the City, which provides such access and preserves the rights of the City.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:**

**SECTION 1:** That the Mayor be and is hereby authorized to execute a renewal franchise agreement with BELLSOUTH TELECOMMUNICATIONS INC., for use of the public right-of-way for telecommunications purposes.

**SECTION 2:** That such franchise agreement shall expire and terminate on April 1, 2008.

**SECTION 3:** BELLSOUTH TELECOMMUNICATIONS INC., shall pay the City an annual franchise fee equal to three percent (3%) of the franchisee's annual Gross Revenue, provided that in any calendar year that Grantee's Gross Revenue does not exceed \$500,000.00, the Franchise Fee shall be \$15,000.00 per year; provided further, however, that in no event will the Franchise Fee exceed an annual inflation-based cap. During the first two years of this Agreement, this cap will be set at eleven million dollars (\$11,000,000.00) annually. For the following three years of this Agreement, this eleven million dollar (\$11,000,000.00) cap will be increased annually at the anniversary date of the execution of this Agreement, by the rate of inflation, which will be measured by the percentage change in the Gross-Domestic-Price Index ("GDI"), which is the gross domestic product fixed weight price index calculated by the United States Department of Commerce. The Grantee's obligation to pay the Franchise Fee shall commence on the Effective Date and continue throughout the Term; fees shall be paid on a quarterly basis for the preceding quarter, and shall be due on April 15, July 15, October 15, and the 15<sup>th</sup> day of January of each year throughout the Term. In the quarter, the Franchise Fee shall be prorated relative to the number of days in the quarter that the Franchise is in effect. On or before each quarterly payment date, Grantee shall provide a certificate, signed and attested to by the appropriate corporate officers or authorized corporate representatives, which verifies Grantee's Gross Revenues for the prior quarter.

**SECTION 4:** That the City Attorney shall prepare a renewal franchise agreement containing all of the foregoing terms, which shall be approved by the City Attorney as to form.

**SECTION 5:** That said franchise agreement shall not be binding on the City until executed by the Mayor sealed by the Municipal Clerk and delivered to BELLSOUTH TELECOMMUNICATION INC.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature):



Contact Number: \_\_ x 6310

Originating Department: \_Office of Communications\_

Committee(s) of Purview: \_City Utilities Committee\_

Council Deadline: \_\_April 10, 2006\_\_

Committee Meeting Date(s): \_April 25, 2006\_\_ Full Council Date: May 1, 2006

Commissioner Signature

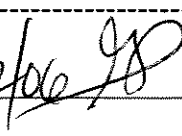
CAPTION

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH BELLSOUTH TELECOMMUNICATIONS CORPORATION, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.

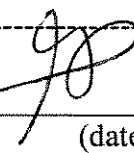
FINANCIAL IMPACT: The City of Atlanta will receive 3% of the company's gross revenues derived from business in the City of Atlanta.

Mayor's Staff Only

Received by Mayor's Office:

4/12/06  
(date) 

Reviewed by:

  
(date)

Submitted to Council:

\_\_\_\_\_  
(date)



## TRANSMITTAL FORM FOR LEGISLATION

TO:

MAYOR'S OFFICE:

GREG PRIDGEON  
(For review & Distribution to Execution Management)

Commissioner's Signature: \_\_\_\_\_

Director's Signature: \_\_\_\_\_

From: Origination Dept. Office of Communications

Contact (name): Joe Morris III  
404-330-6504

Committee(s) Purview: CUC

Committee Deadline: \_\_\_\_\_

Committee Meeting Date(s): APRIL 25, 2006

City Council Meeting Date: MAY 1, 2006

### CAPTION:

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A FRANCHISE RENEWAL AGREEMENT WITH BELL SOUTH TELECOMMUNICATIONS CORPORATION, TO PROVIDE TELECOMMUNICATIONS SERVICES USING PUBLIC RIGHT-OF-WAY; SPECIFYING THE COMPENSATION DUE THE CITY OF ATLANTA BY THE FRANCHISE AGREEMENT; AND FOR OTHER PURPOSES.**

### **BACKGROUND/PURPOSE/DISCUSSION:**

The City governs the telecommunications and cable companies that do business in the City through the franchise agreement. The franchise agreement sets the legal and financial boundaries in which the companies are to adhere.

### **FINANCIAL IMPACT (If Any):**

The City of Atlanta will receive 3% of the company's gross revenues derived from business in the City of Atlanta.

### **Mayor's Staff Only**

Received by Mayor's Office:

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(initials)

Reviewed by: \_\_\_\_\_

Submit to Council:

\_\_\_\_\_  
(date)

Action by Committee: \_\_\_\_\_ Approved \_\_\_\_\_ Adverse \_\_\_\_\_ Held \_\_\_\_\_ Amended

\_\_\_\_\_ Substitute \_\_\_\_\_ Referred \_\_\_\_\_ Other

AN ORDINANCE



06-0-1060

06-O-

BY COUNCILMEMBER CARLA SMITH

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A TWELVE FOOT (12') STRIP OF LAND ALONG THE REAR PROPERTY LINE OF 1144 AND 1200 AVONDALE AVENUE, LYING AND BEING IN LAND LOT 23 OF THE 14<sup>TH</sup> DISTRICT, FULTON COUNTY, GEORGIA; TO REDUCE THE DISTANCE REQUIREMENT OF CITY CODE SECTION 74-303(b) FROM 75 FEET TO 50 FEET AND WAIVE VARIANCE PROCEDURES IN SECTIONS 74-306 THROUGH 74-313 AS APPLIED TO THIS PROPERTY; TO ACCEPT THE DONATION OF LAND ABUTTING THE CITY OF ATLANTA CHLORINATION FACILITY AND FOR OTHER PURPOSES;**

WHEREAS, the property parcels located at 1144 and 1200 Avondale Avenue, lying and being in land lot 23 of the 14<sup>th</sup> District, Fulton County, Georgia (the "Property") is zoned O-I and owned by Urban Forest Investments, LLC ("owner"); and

WHEREAS, the Property abuts the Atlanta East Confederate Avenue Municipal Solid Waste Landfill [Permit Number 060-057D(L)] which is owned, operated and maintained by the City of Atlanta ("City"), and is located on East Confederate Avenue; and

WHEREAS, the City is required to conduct post-closure care pursuant to the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. § 12-8-20 *et seq.* and the rules and regulations promulgated thereunder; and

WHEREAS, on December 28, 2000, the Georgia Environmental Protection Division, Department of Natural Resources ("EPD") approved closure and post closure plans for the Atlanta East Confederate Avenue Municipal Solid Waste Landfill that included groundwater and methane monitoring plans that require the City to monitor for methane gas and potential groundwater contamination and EPD requested that the City monitor in additional locations; and

WHEREAS, the property owner has agreed to sell to the city a twelve foot (12') strip of land on the rear of the Property to allow for additional methane and groundwater monitoring to ensure no contamination migrates from the landfill; and

WHEREAS, the City built a chlorine injection facility north of the Property, a portion of which was built across property lines; and

WHEREAS, the landfill and Property are separated by a stream that meets the definition of waters of the state, requiring the property owner to meet the 75 foot riparian buffer under the City's Riparian Buffer Ordinance and

WHEREAS, to provide the amenities the community and developer envision and in exchange for the donation of land upon which the City has encroached a reduction in the setback requirement is necessary;

WHEREAS, based on the particular circumstances associated with this property and the abutting City facility it is in the best interest of the City to reduce the setback requirements, obtain the strip of land and accept the donation of land.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, as follows:**

SECTION 1. That the Chief Procurement Officer is authorized to acquire the twelve foot (12') foot strip of land needed by the Department of Public Works for monitoring purposes associated with the Atlanta East Confederate Avenue Municipal Solid Waste Landfill where such monitoring wells will have their tops at grade; and

SECTION 2. The Chief Procurement Officer is authorized to obtain a title report, an appraisal and a land survey of the twelve foot (12') strip of land and land that is proposed to be donated to the City; and

SECTION 3. That the Chief Procurement Officer is authorized to accept the appraisal of the Property recently obtained by the property owner if the Chief Procurement Officer finds it to be a fair representation of the land value as well as the survey and legal description of the areas to be acquired; and

SECTION 4. The 75 foot buffer requirement of City Code Section 74-303-(b) as applied to this Property is reduced to 50 feet to be measured from the sides of the base flow within the channel which is approximately 3 feet on either side of the centerline of the channel and variance procedures in 74-306 through 74-313 are waived as applied to this Property; and

SECTION 5. The developer will install a walking trail to be placed within the twelve foot (12') strip which the City is purchasing for monitoring purposes.

SECTION 6. That the Chief Procurement Officer is authorized to accept as a donation property within the City's fence surrounding the chlorination plant; and

SECTION 7. That the reduction in the setback shall not take effect until the City receives the quitclaim deeds to both the twelve foot (12') piece of land needed for monitoring purposes and the property located inside the fence surrounding the abutting chlorination plant;

SECTION 8. That all ordinances and parts of ordinances in conflict herewith are hereby waived to the extent of the conflict for the purposes of this ordinance only.

AN ORDINANCE

BY COUNCILMEMBER NATALYN MOSBY ARCHIBONG



**AUTHORIZING THE MAYOR OR HER DESIGNEE TO WAIVE THE SIDEWALK REQUIREMENTS OF SECTION 15-09.003 OF THE CITY OF ATLANTA CODE OF ORDINANCES, TO PROVIDE THAT A CERTAIN SUBDIVISION SD-05-102 (2686 & 2692 KNOX STREET, SE) APPLICANT DEPOSIT A DOLLAR AMOUNT (\$6,700.00) EQUAL TO THE VALUE OF THE REQUIRED SIDEWALK CONSTRUCTION INTO A DESIGNATED TRUST FUND ACCOUNT FOR DISTRICT 5; AND FOR OTHER PURPOSES.**

**WHEREAS,** pursuant to the application for the subdivision of land submitted by the developer, in compliance with the provisions of Section 15-09.003 to provide sidewalks on both sides of existing as well as proposed streets; and

**WHEREAS,** the construction of sidewalks along the frontage of this development would adversely affect the appearance and character of the neighborhood due to the lack of any existing sidewalks on the streets that contain the proposed subdivided lot to which the sidewalks could connect; and

**WHEREAS,** the City and area residents would be better served by the construction of sidewalks and pedestrian improvements in the area of said subdivision with in District 5.

**NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:**

**SECTION 1:** The requirement of Section 15-09.003 of the City of Atlanta Code of Ordinance, which requires that applications for subdivision of land provide sidewalks is hereby waived for Subdivision SD-05-102 (2686 & 2692 Knox Street, SE).

**SECTION 2:** That the waiver of said requirements for the aforementioned application are conditioned upon the agreement of the applicant to pay the City of Atlanta a dollar amount equal to the value of construction (\$6,700.00) of said sidewalks as required by Section 1509.003 and as determined by the Commissioner of Department of Public Works.

**SECTION 3:** That before the Director of Bureau of Building issues any building permit for construction within the subdivision sited above, said funds (\$6,700.00) shall be deposited in Trust Fund Account 3P02 424101 Y63T19049999, to be used for pedestrian improvements and sidewalk construction only in Council District 5.

**SECTION 4.:** That all other requirements of the Code of Ordinances for the subdivision cited above shall remain in full force and effect.

**SECTION 5:** That all ordinances and parts of ordinances in conflict herewith be and the same are hereby waived.

E-10



## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

68 MITCHELL STREET, S.W.  
SUITE 4500, CITY HALL SOUTH  
ATLANTA, GEORGIA 30303-3531  
TEL. 404 330-6739  
FAX 404 658-7978

DEPARTMENT OF PUBLIC WORKS  
DAVID E. SCOTT, P.E.  
Commissioner  
David Ferguson  
Deputy Commissioner

### M E M O R A N D U M

DATE: March 28, 2006

TO: Charletta Wilson Jacks  
Department of Planning & Community Development

FROM: Scott Riding  
Department of Public Works

RE: Various Developers' Sidewalk Cost Estimates

At your request, we have determined that the estimated developers' costs for sidewalks along the following locations:

2686 & 2692 Knox Street	SD-05-102	\$6,700.00

Work includes concrete sidewalk and curb construction fronting the listed properties. Curb cost was included in estimate if not shown on plans. Please contact this office should you require any additional information.

SR/sr

cc: Sandra D. Jennings, P.E. Department of Public Works  
Madelyn Grant, Department of Public Works  
File



DEPARTMENT OF PUBLIC WORKS  
Quality of Life Bond Program

"Improving Our Quality of Life for Today & Tomorrow"

A RESOLUTION BY

COUNCILMEMBER CAESAR C. MITCHELL

06-R-1059

**AUTHORIZING PAYMENT OF STIPULATED PENALTIES IMPOSED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA) AND THE ENVIRONMENTAL PROTECTION DIVISION OF THE DEPARTMENT OF NATURAL RESOURCES OF THE STATE OF GEORGIA (EPD) IN THE AMOUNT OF \$\_\_\_\_\_ AS STIPULATED PENALTIES FOR THE VIOLATION OF CSO FECAL COLIFORM OPERATIONAL STANDARDS \_\_\_\_\_ PURSUANT TO THE CSO CONSENT DECREE, CIVIL ACTION FILE NO. 1:95-CV-2550-TWT; TO IDENTIFY THE SOURCE OF FUNDING; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City has experience a violation to the CSO Consent Decree set out in Exhibit "A" hereto; and

**WHEREAS**, this violation is subject to stipulated penalties imposed at the discretion of the Environmental Protection Agency (EPA) and the Environmental Protection Division of the Department of Natural Resources of the State of Georgia (EPD) pursuant to the CSO Consent Decree, Civil Action File No. 1:95-CV-2550-TWT; and

**WHEREAS**, the Department of Watershed Management of the City does not dispute the fact this violation did occur; and

**WHEREAS**, the payment to EPA and EPD of this assessment by the City does not constitute a finding or adjudication, is not to be evidence of a violation of state or federal laws by the City, nor does the City by its consent agree to any violations of state or federal laws or admit any liability to any third party or parties; and

**WHEREAS**, funds for this purpose are available in Fund, Account and Center Number 2J01-529017-Q31001; and

**WHEREAS**, the CSO Consent Decree, Section XI. O. similarly provides for payment of interest on late payment of stipulated penalties; and

**WHEREAS**, it is deemed to be in the best interest of the City to accept the proposed stipulated penalties and to pay the incident assessments to the Environmental Protection Agency (EPA) and the Environmental Protection Division of the Department of Natural Resources of the State of Georgia (EPD).

**NOW, THEREFORE, BE AND IT IS RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA** as follows:

**Section 1:** That the Chief Financial Officer of the City of Atlanta is authorized to issue checks payable in the amount of \$\_\_\_\_\_ to the **State of Georgia** and in the amount of \$\_\_\_\_\_ to the **Treasurer, United States of America** as stipulated penalties imposed pursuant to the CSO Consent Decree at the discretion of the Environmental

F-1

Protection Agency and the Environmental Protection Division of the Department of Natural Resources of the State of Georgia.

**Section 2:** That said payments shall be charged to and paid from Fund, Account and Center Number 2J01 529017 Q30001.

## **EXHIBIT A**

The City is subject to stipulated penalties for violations of the CSO Consent Decree, per Section \_\_\_\_\_ as follows:

### **CSO Consent Decree Section**

<b>Date</b>	<b>Facility</b>	<b>Colonies/100 ml</b>	<b>Penalty</b>	<b>Comment</b>
-------------	-----------------	------------------------	----------------	----------------



**A RESOLUTION  
BY CITY UTILITIES COMMITTEE**

**06-R-1151**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH WADE COOTS COMPANY, INC. FOR FC-3006007912, SEWER GROUP ONE REHABILITATION PHASE I PIPEBURSTING – CONTRACT B ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT; SAID CONTRACT SHALL BE IN AN AMOUNT NOT TO EXCEED EIGHT MILLION, SEVEN HUNDRED EIGHTY-ONE THOUSAND, EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND THIRTY CENTS (\$8,781,875.30); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT, CENTER NUMBER: 2J28 (2004 WATER & WASTEWATER BOND FUND) 574001 (FACILITIES OTHER THAN BUILDINGS) Q38I02739999 (SEWER GROUP ONE REHABILITATION); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta (“City”) did advertise for FC-3006007912, Sewer Group One Rehabilitation Phase I Pipebursting – Contract B; and

**WHEREAS**, the City has entered into a consent decree that requires certain improvements be made to the collection and treatment systems by the dates specified in the Consent Decree; and

**WHEREAS**, the Commissioner of the Department of Watershed Management and the Chief Procurement Officer have recommended that the Agreement for FC-3006007912, Sewer Group One Rehabilitation Phase I Pipebursting – Contract B, be awarded to Wade Coots Company, Inc. in an amount not to exceed Eight Million, Seven Hundred Eighty-One Thousand, Eight Hundred Seventy-Five Dollars and Thirty Cents (\$8,781,875.30).

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES**, that the Mayor is hereby authorized to enter into an Agreement with Wade Coots Company, Inc. for FC-3006007912, Sewer Group One Rehabilitation Phase I Pipebursting – Contract B, in an amount not to exceed Eight Million, Seven Hundred Eighty-One Thousand, Eight Hundred Seventy-Five Dollars and Thirty Cents (\$8,781,875.30).

**BE IT FURTHER RESOLVED**, that said Agreement will be awarded for a period of one (1) year with two (2) one (1) year renewal options at the sole discretion of the City.

**BE IT FURTHER RESOLVED**, that the City Attorney is hereby directed to prepare an appropriate Agreement for execution by the Mayor.

**BE IT FURTHER RESOLVED**, that this Agreement will not become binding on the City, and the City will incur no liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to Wade Coots Company, Inc.

F-2

**BE IT FINALLY RESOLVED**, that all services for said contracted work shall be charged to and paid from Fund Account Center Number: 2J28 (2004 Water & Wastewater Bond Fund) 574001 (Facilities Other Than Buildings) Q38I02739999 (Sewer Group One Rehabilitation).



CITY OF ATLANTA  
DEPT. OF PROCUREMENT

2006 APR 18 PM 3:15

SHIRLEY FRANKLIN  
MAYOR

**CITY OF ATLANTA**  
55 TRINITY AVENUE, SW, SUITE 5400, SOUTH BLDG.  
ATLANTA, GEORGIA 30303-0324  
OFFICE (404) 330-6081  
FAX (404) 658-7194

DEPARTMENT OF  
WATERSHED MANAGEMENT  
**ROBERT J. HUNTER**  
Commissioner

April 18, 2006

**TO:** Adam L. Smith, Chief Procurement Officer  
Department of Procurement

**FROM:** Robert J. Hunter, Commissioner  
Department of Watershed Management

**RE: Recommendation of Award for FC-3006007912, Sewer Group One  
Rehabilitation Phase I – Pipebursting – Contract B**

Bids received and reviewed are:

<i><b>Bidder's Name</b></i>	<i><b>Base Bid Amount Initially Shown</b></i>	<i><b>Corrected Base Bid Amount</b></i>
Miller Pipeline Corporation	\$ 8,119,604.00	\$ 8,869,604.00
Wade Coots Company, Inc. LLC	\$ 8,781,875.30	\$ 8,781,875.30

Miller Pipeline Corporation

A completed bid form with correct mathematical extensions was provided; however, it did not include Section 9 - General Allowances in the summation of the total base bid. When the General Allowances section is included in the calculation, the corrected total base bid amount becomes \$8,869,604.00. This detail is considered a significant mathematical correction and revises the status of Miller Pipeline from the lowest apparent bidder to the highest bidder.

Record of Experience contained minor irregularities such as improper format and/or incomplete information. However, the information provided was sufficient to evaluate the qualifications of the bidders.

**Recommendation of Award for FC-3006007912**  
**Sewer Group One Rehabilitation Phase I – Pipebursting – Contract B**  
**Page 2**

Wade Coots Company, Inc. LLC

A completed bid form was provided with correct mathematical extensions with the exception of bid item number 4-M-1048 in which the indicated extension is \$1000.00 above the correct extension amount. This error is specific to the individual bid item extension and is not included or continued in the total base bid tabulation. The total base bid amount submitted is the mathematically correct total amount.

Record of Experience contained minor irregularities such as improper format and/or incomplete information. However, the information provided was sufficient enough to evaluate the qualifications of the bidders.

**Conclusion**

Our review for compliance with technical requirements of the specification identified a calculation error in the bid of Miller Pipeline. When the error is corrected in accordance with the instructions to bidders, the total base bid amount becomes \$8,869,604.00 which is higher than the \$ 8,781,875.30 total base bid of Wade Coots Company, Inc. LLC.

Therefore, we believe that the lowest, responsive and responsible bidder is Wade Coots Company, Inc. LLC at the Corrected Base Bid Total amount of \$8,781,875.30. This bid is within the range of the engineers estimate and well within the funding allocated for this project.

We recommend contract (FC-3006007912) be awarded to the lowest, responsive and responsible bidder, Wade Coots Company, Inc. LLC for the Corrected Bid Total amount of \$8,781,875.30.

This recommendation is based solely on our technical review of the bid documents; is independent of any review by the Department of Finance, the Office of Contract Compliance, or any other City department or agency; and is subject to final review and approval by the Department of Procurement.

RJH:SDW/td

cc: Shelia Pierce, Deputy Commissioner, DWM  
Cathy Martin, Deputy Procurement Officer, DOP  
Stan Turner, Watershed Manager Senior, DWM  
Sabrina Watts, Watershed Manager, DWM  
Toni Darden, Contracting Officer, DWM

CITY OF ATLANTA  
DEPT. OF PROCUREMENT  
2006 MAR 31 PM 4:33



## CITY OF ATLANTA


Shirley Franklin  
Mayor

SUITE 1700  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6010 Fax: (404) 658-7359  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

OFFICE OF CONTRACT COMPLIANCE  
Hubert Owens  
Director  
[howens@atlantaga.gov](mailto:howens@atlantaga.gov)

## MEMORANDUM

TO: Adam L. Smith  
Chief Procurement Officer  
Department of Procurement

FROM: Hubert Owens   
Director  
Mayor's Office of Contract Compliance

RE: **Eligible Bidder Status for FC-3006007912, Sewer Group Rehabilitation  
Pipe Bursting (Contract #)**

DATE: March 31, 2006

---

The companies listed below have been approved as Eligible Bidders by the Office of Contract Compliance under Section 2-1449(a)(2)(C) for the above referenced project:

Miller Pipeline Corporation

Wade Coots Company

---

If you have questions, please contact me at (404) 330-6010 or Angela Hunter at (404) 330-6577.

cc: Drexal Paulk

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature):

Megan M. Wilson

Contact Number: 6207

Originating Department: DEPARTMENT OF WATERSHED MANAGEMENT

Committee(s) of Purview: CITY UTILITIES

Council Deadline: May 15, 2006

Committee Meeting Date(s): May 30, 2006

Full Council Date: June 5, 2006

Commissioner Signature

Robert J. Hunter <sup>scP</sup>

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH WADE COOTS COMPANY, INC. FOR FC-3006007912, SEWER GROUP ONE REHABILITATION PHASE I PIPEBURSTING - CONTRACT B ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT; SAID CONTRACT SHALL BE IN AN AMOUNT NOT TO EXCEED EIGHT MILLION, SEVEN HUNDRED EIGHTY-ONE THOUSAND, EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND THIRTY CENTS (\$8,781,875.30); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT, CENTER NUMBERS : 2J28 (2004 WATER & WASTEWATER BOND FUND) 574001 (FACILITIES OTHER THAN BUILDINGS) Q38102739999 (SEWER GROUP ONE REHABILITATION); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any)

\$8,781,875.30

Mayor's Staff Only

Received by Mayor's Office:

(date)

5/16/06

Reviewed by:

[Signature]

Submitted to Council:

(date)

5/19/06

**A RESOLUTION  
BY CITY UTILITIES COMMITTEE**

**06-R-1152**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AMERICAN WATER SERVICES UNDERGROUND INFRASTRUCTURE, INC. FOR FC-3006007906, ANNUAL CONTRACT FOR SMALL DIAMETER SEWER IMPROVEMENTS - CURED-IN-PLACE-PIPE ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT; SAID CONTRACT SHALL BE IN AN AMOUNT NOT TO EXCEED SEVEN MILLION TWO HUNDRED SIXTY THREE THOUSAND FIVE HUNDRED TWENTY SEVEN DOLLARS AND TWENTY SIX CENTS (\$7,263,527.26); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER: 2J28 ( 2004 WATER & WASTEWATER BOND FUND) 574001 (FACILITIES OTHER THAN BUILDINGS) Q38I02739999 (SEWER GROUP ONE REHABILITATION); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta ("City") did advertise for FC-3006007906, Annual Contract for Small Diameter Sewer Improvements – Cured-In-Place-Pipe; and

**WHEREAS**, the Commissioner of the Department of Watershed Management requires Annual Contracts for Small Diameter Sewer Improvements – Cured-In-Place-Pipe for the purpose of providing preventative and emergency maintenance on various streams to protect the infrastructure within the City; and

**WHEREAS**, the Commissioner of the Department of Watershed Management and the Chief Procurement Officer have recommended that the Agreement for FC-3006007906, Annual Contract for Small Diameter Sewer Improvements – Cured-In-Place-Pipe be awarded to American Water Services Underground Infrastructure, Inc. in an amount not to exceed Seven Million Two Hundred Sixty Three Thousand Five Hundred Twenty Seven Dollars and Twenty Six Cents (\$7,263,527.26).

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES**, that the Mayor is hereby authorized to enter into an Agreement with American Water Services Underground Infrastructure, Inc. for FC-3006007906, Annual Contract for Small Diameter Sewer Improvements – Cured-In-Place-Pipe, in an amount not to exceed Seven Million Two Hundred Sixty Three Thousand Five Hundred Twenty Seven Dollars and Twenty Six Cents (\$7,263,527.26).

**BE IT FURTHER RESOLVED**, that the said Agreement will be awarded for a base period of one (1) year with two (2) one (1) year renewal options at the sole discretion of the City.

**BE IT FURTHER RESOLVED**, that the City Attorney is hereby directed to prepare an appropriate Agreement for execution by the Mayor.

F-34

**BE IT FURTHER RESOLVED**, that this Agreement will not become binding on the City, and the City will incur no liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to American Water Services Underground Infrastructure, Inc.

**BE IT FINALLY RESOLVED**, that all services for said contracted work shall be charged to and paid from Fund Account and Center Number 2J28 (Water & Wastewater Bond Fund) 574001 (Facilities Other Than Buildings) Q38I02739999 (Sewer Group One Rehabilitation).





CITY OF ATLANTA  
DEPT. OF PROCUREMENT

2006 APR 17 PM 4: 26

SHIRLEY FRANKLIN  
MAYOR

**CITY OF ATLANTA**  
55 TRINITY AVENUE, SW, SUITE 5400, SOUTH BLDG.  
ATLANTA, GEORGIA 30303-0324  
OFFICE (404) 330-6081  
FAX (404) 658-7194

DEPARTMENT OF  
WATERSHED MANAGEMENT  
ROBERT J. HUNTER  
Commissioner

April 17, 2006

TO: Adam L. Smith, Chief Procurement Officer  
Department of Procurement

FROM: Robert J. Hunter, Commissioner  
Department of Watershed Management

RE: Recommendation of Award for FC-3006007906, Annual Contract for  
Small Diameter Sewer Improvements – Cured In Place Pipe

Bids were received and reviewed from the following bidders:

<i>Bidder's Name</i>	<i>Initial Base Bid (pre-review)</i>	<i>Adjusted Base Bid Total</i>
Miller Pipeline Corp	\$8,544,519.00	\$8,544,519.00
Reynolds Inc.	\$8,890,839.50	\$8,890,839.50
Insituform Technologies Inc.	\$9,016,869.50	\$9,015,869.50
Southeast Pipe Survey	\$8,515,102.39	\$8,515,102.39
American Water Services	\$7,263,527.26	\$7,263,527.26

Miller Pipeline Corporation

Record of Experience and Bid Data Sheets contained minor irregularities such as improper format and/or incomplete information. However, the information provided was sufficient enough to evaluate the qualifications of the bidders.

Reynolds Inliner

Record of Experience contained minor irregularities such as improper format and/or incomplete information. However, the information provided was sufficient enough to evaluate the qualifications of the bidders.



CITY OF ATLANTA  
DEPT. OF PROCUREMENT

2006 APR -5 PM 3:28

## CITY OF ATLANTA

SUITE 1700

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 658-7359

Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

Shirley Franklin  
Mayor

OFFICE OF CONTRACT COMPLIANCE


Hubert Owens

Director

[howens@atlantaga.gov](mailto:howens@atlantaga.gov)

## MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer  
Department of Procurement

FROM: Hubert Owens, Director   
Mayor's Office of Contract Compliance

RE: **Bid Recommendation for FC 3006007906, Annual Contract for Small  
Diameter Sewer Improvements Cured-In-Place**

DATE: April 5, 2006

The Office of Contract Compliance has reviewed the five bids for minority and female business enterprise participation. All five bidders are eligible under Section 2-1449(a)(2)(C) of the Equal Business Opportunity (EBO) Code of Ordinances and have been deemed responsive by the Office of Contract Compliance. For your information, they have committed to utilize AABEs, FBEs, and ABEs as indicated below:

**American Water Services Underground Infrastructure, Inc.**

Massanna Construction Co.	FBE 9%
Full Circle Communications, Inc.	FBE 1%
All-N-1 Security Services, Inc.	FBE 2%
Thrasher Contracting	AABE 11%
Integrated Construction Management	FBE 1%
Buried Asset Products, LLC	FBE 2%
REI Drayco Group, LLC	AABE 7%
<b>Participation Total</b>	<b>33%</b>

# MEMORANDUM

TO: Adam L. Smith  
FROM: Hubert Owens  
RE: Bid Recommendation for FC 3006007906, Annual Contract for Small Diameter Sewer Improvements Cured-In-Place  
DATE: April 5, 2006  
PAGE: 2

## South East Pipe Survey, Inc.

ATS-Chester Engineers	AABE	4.5%
Civil Works, Inc.	AABE	3%
CJB Contracting, Inc.	AABE	1.5%
Integral Municipal Services	AABE	3%
Kemi Construction Co., Inc	AABE	1%
Urban Infrastructure, LLC	AABE	3%
JGK Pipeline Services, Inc.	FBE	6%
Lori's Transportation & Excavation, LLC	FBE	3%
Utility Asset Management, Inc.	FBE	6%
Watershed Solutions, Inc.	FBE	2%
Randolph & Co., Inc.	AABE	1%
<b>Participation Total</b>		<b>34%</b>

## Miller Pipeline Corp.

CJB Contracting, Inc.	AABE	18%
Standard Cement Materials, Inc.	AABE	2%
Quantum Environmental, LLC	FBE	4%
JGK Pipeline Services, Inc.	FBE	6%
C&S Paving, Inc.	FBE	3%
Eagle Environmental Group	FBE	2%
F.M. Shelton, Inc.	FBE	19%
<b>Participation Total</b>		<b>35.2%</b>

## Reynolds, Inc.

C&S Paving, Inc.	FBE	3%
Hendley's Landscaping	FBE	.002%
Drayco Group, LLC	AABE	6%
Full Circle Communications	AABE	1%
Paramount Security, Inc.	ABE	1%
Assembly Required, Inc.	AABE	19%
<b>Participation Total</b>		<b>30%</b>

## Insituform Technologies, Inc.

CAT Video	FBE	4%
Metals & Materials Engineers	AABE	17%
EPR	AABE	17%
<b>Participation Total</b>		<b>38%</b>

If you have questions, please contact me at (404) 330-6010 or Bruce T. Bell at (404) 330-6009.

cc: File  
Anthony Stanley, DOP

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): Megan S. Middleton

Contact Number: 6207

Originating Department: DEPARTMENT OF WATERSHED MANAGEMENT

Committee(s) of Purview: CITY UTILITIES

Council Deadline: May 15, 2006

Committee Meeting Date(s): May 30, 2006 Full Council Date: June 5, 2006

Commissioner Signature Robert J. Hunter <sup>SP</sup>

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AMERICAN WATER SERVICES UNDERGROUND INFRASTRUCTURE, INC. FOR FC-3006007906, ANNUAL CONTRACT FOR SMALL DIAMETER SEWER IMPROVEMENTS - CURED-IN-PLACE-PIPE; SAID CONTRACT SHALL BE IN AN AMOUNT NOT TO EXCEED SEVEN MILLION TWO HUNDRED SIXTY THREE THOUSAND FIVE HUNDRED TWENTY SEVEN DOLLARS AND TWENTY SIX CENTS (\$7,263,527.26); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBERS: 2J28 ( 2004 WATER & WASTEWATER BOND FUND) 574001 (FACILITIES OTHER THAN BUILDINGS) Q38I02739999 (SEWER GROUP ONE REHABILITATION); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any) \$7,263,527.26

Mayor's Staff Only

Received by Mayor's Office: 5/16/06 <sup>JP</sup> Reviewed by: JP  
(date)

Submitted to Council: 5/19/06  
(date)

**A RESOLUTION  
BY CITY UTILITIES COMMITTEE**

**06-R-1153**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SOUTHEAST PIPE SURVEY, INC. FOR FC-3006007907, ANNUAL CONTRACT FOR SMALL DIAMETER SEWER IMPROVEMENTS - PIPEBURSTING ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT; SAID CONTRACT SHALL BE IN AN AMOUNT NOT TO EXCEED NINE MILLION EIGHT HUNDRED NINETY EIGHT THOUSAND SIX HUNDRED ONE DOLLARS AND THREE CENTS (\$9,898,601.03); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER: 2J28 (2004 WATER & WASTEWATER BOND FUN) 574001 (FAC. OTHER THAN BUILDINGS) Q38I02739999 (SEWER GROUP I REHABILITATION).**

**WHEREAS**, the City of Atlanta ("City") did advertise for FC-3006007907, Annual Contract for Small Diameter Sewer Improvements - Pipebursting; and

**WHEREAS**, the Commissioner of the Department of Watershed Management requires Annual Contracts for Small Diameter Sewer Improvements - Pipebursting for the purpose of providing preventative and emergency maintenance on various streams to protect the infrastructure within the City; and

**WHEREAS**, the Commissioner of the Department of Watershed Management and the Chief Procurement Officer have recommended that the Agreement for FC-3006007907, Annual Contract for Small Diameter Sewer Improvements - Pipebursting be awarded to Southeast Pipe Survey, Inc. in an amount not to exceed Nine Million Eight Hundred Ninety Eight Thousand Six Hundred One Dollars and Three Cents (\$9,898,601.03).

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES**, that the Mayor be and is hereby authorized to enter into an Agreement with Southeast Pipe Survey, Inc. for FC-3006007907, Annual Contract for Small Diameter Sewer Improvements - Pipebursting, in an amount not to exceed Nine Million Eight Hundred Ninety Eight Thousand Six Hundred One Dollars and Three Cents (\$9,898,601.03).

**BE IT FURTHER RESOLVED**, that the said Agreement will be awarded for a base period of one (1) year with two (2) one (1) year renewal options at the sole discretion of the City.

**BE IT FURTHER RESOLVED**, that the City Attorney is hereby directed to prepare an appropriate Agreement for execution by the Mayor.

**BE IT FURTHER RESOLVED**, that the Agreement will not become binding on the City, and the City will incur no liability under it until it has been executed by the Mayor,

F-4

attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to Southeast Pipe Survey, Inc.

**BE IT FINALLY RESOLVED**, that all services for said contracted work shall be charged to and paid from Fund Account and Center Number 2J28 (2004 Water & Wastewater Bond Fun) 574001 (Fac. Other than Buildings) Q38I02739999 (Sewer Group I Rehabilitation).



CITY OF ATLANTA  
DEPT. OF PROCUREMENT  
2006 APR 17 PM 4:26

SHIRLEY FRANKLIN  
MAYOR

**CITY OF ATLANTA**  
55 TRINITY AVENUE, SW, SUITE 5400, SOUTH BLDG.  
ATLANTA, GEORGIA 30303-0324  
OFFICE (404) 330-6081  
FAX (404) 658-7194

DEPARTMENT OF  
WATERSHED MANAGEMENT  
ROBERT J. HUNTER  
Commissioner

April 17, 2006

TO: Adam L. Smith, Chief Procurement Officer  
Department of Procurement

FROM: Robert J. Hunter, Commissioner  
Department of Watershed Management

RE: Recommendation of Award for FC-3006007907, Annual Contract for  
Small Diameter Sewer Improvements – Pipebursting

Bids received and reviewed from the following:

<i>Bidder's Name</i>	<i>Initial Bid Total (pre-review)</i>	<i>Adjusted Base Bid Total (without Alternatives)</i>
Southeast Pipe Survey	\$ 9,648,601.03	\$ 9,898,601.03
Insituform Technologies Inc.	\$13,083,603.00	\$12,649,163.00

Southeast Pipe Survey

This bidder submitted a bid form showing different lump sum dollar values for two of the "City Directed Work Allowances" items, which had been set as a fixed amount by the City Bid form. This change is not allowed. In accordance with the Instructions to Bidders, the Bid Total for Southeast Pipe Survey was adjusted to reflect the fixed amounts for these Allowances as predetermined by the City.

Line Items identified in the Bid Form as "Alternatives" were bid as "No Bid". In accordance with the Instructions to Bidders (Item 28.f.), these items were not included in the bid total for determination of low bidder (see Adjusted Base Bid Total above).

**Recommendation of Award for FC-3006007907**  
**Annual Contract for Small Diameter Sewer Improvements – Pipebursting**  
**Page 2**

Record of Experience contained minor irregularities such as improper format and/or incomplete information. However, the information provided was sufficient enough to evaluate the qualifications of the bidders.

**Insituform Technologies**

Line Items identified in the Bid Form as “Alternatives” were bid with line item price. In accordance with the Instructions to Bidders (Item 28.f.), these items were not included in the bid total for determination of low bidder (see Adjusted Base Bid Total above).

Record of Experience contained minor irregularities such as improper format and/or incomplete information. However, the information provided was sufficient enough to evaluate the qualifications of the bidders.

**Conclusion**

Our review for compliance with technical requirements of the specification has determined that the lowest, responsive and responsible bidder is Southeast Pipe Survey, at the Adjusted Base Bid Total amount of \$9,898,601.03. This bid is within the range of the engineers estimate and well within the funding allocated for this project.

We recommend that subject to final review the Department of Procurement award the contract (FC-3006007907) to the lowest, responsive and responsible bidder, Southeast Pipe Survey, for the Adjusted Bid Total amount of \$9,898,601.03.

This recommendation is based solely on our technical review of the bid documents; is independent of any review by the Department of Finance, the Office of Contract Compliance, or any other City department or agency; and is subject to final review and approval by the Department of Procurement.

RJH:SDW/td

cc: Shelia Pierce, Deputy Commissioner, DWM  
Cathy Martin, Deputy Procurement Officer, DOP  
Stan Turner, Watershed Manager Senior, DWM  
Sabrina Watts, Watershed Manager, DWM  
Toni Darden, Contracting Officer, DWM





## CITY OF ATLANTA

SUITE 1700

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 658-7359

Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

Shirley Franklin  
Mayor

OFFICE OF CONTRACT COMPLIANCE

Hubert Owens

Director

[howens@atlantaga.gov](mailto:howens@atlantaga.gov)

CITY OF ATLANTA  
DEPT. OF PROCUREMENT  
APR - 7 PM 12:42

## MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer  
Department of Procurement

FROM: Hubert Owens, Director  
Mayor's Office of Contract Compliance

RE: **Bid Recommendation for FC 3006007907, Annual Contract for Small  
Diameter Sewer Improvements Pipe Bursting**

DATE: April 6, 2006

The Office of Contract Compliance has reviewed the two bids for minority and female business enterprise participation. Both bidders are eligible under Section 2-1449(a)(2)(C) of the Equal Business Opportunity (EBO) Code of Ordinances. However, only one bidder has been deemed responsive by the Office of Contract Compliance. For your information, they have committed to utilize AABEs, and FBEs as indicated below:

**South East Pipe Survey, Inc.**

ATS-Chester Engineers	AABE	4.5%
Civil Works, Inc.	AABE	3%
CJB Contracting, Inc.	AABE	1.5%
Integral Municipal Services	AABE	3%
Kemi Construction Co., Inc.	AABE	1%
Urban Infrastructure, LLC	AABE	1%
JGK Pipeline Services, Inc.	FBE	6%
Lori's Transportation & Excavation, LLC	FBE	3%
Utility Asset Management, Inc.	FBE	12%
Watershed Solutions, Inc.	FBE	2%
Randolph & Co., Inc.	AABE	3%
<b>Participation Total</b>		<b>40%</b>

# MEMORANDUM

TO: Adam L. Smith  
FROM: Hubert Owens  
RE: Bid Recommendation for FC 3006007907, Annual Contract for Small Diameter  
Sewer Improvements Pipe Bursting  
DATE: April 6, 2006  
PAGE: 2

## Insituform Technologies, Inc.

CAT Video	FBE	3%
Metals & Materials Engineers	AABE	11%
EPR	AABE	38%
<b>Participation Total</b>		<b>52%</b>
<b>Non-responsive</b>		

If you have questions, please contact me at (404) 330-6010 or Bruce T. Bell at (404) 330-6009.

cc: File  
Anthony Stanley, DOP

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): Megan S. Michelson

Contact Number: 6207

Originating Department: DEPARTMENT OF WATERSHED MANAGEMENT

Committee(s) of Purview: CITY UTILITIES

Council Deadline: May 15, 2006

Committee Meeting Date(s): May 30, 2006 Full Council Date: June 5, 2006

Commissioner Signature Robert J. Hunter <sup>sr</sup>

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SOUTHEAST PIPE SURVEY, INC. FOR FC-3006007907, ANNUAL CONTRACT FOR SMALL DIAMETER SEWER IMPROVEMENTS - PIPEBURSTING; SAID CONTRACT SHALL BE IN AN AMOUNT NOT TO EXCEED NINE MILLION EIGHT HUNDRED NINETY EIGHT THOUSAND SIX HUNDRED ONE DOLLARS AND THREE CENTS (\$9,898,601.03); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBERS: 2J28 (2004 WATER & WASTEWATER BOND FUN) 574001 (FAC. OTHER THAN BUILDINGS) Q38I02739999 (SEWER GROUP I REHABILITATION).

FINANCIAL IMPACT (if any) \$9,898,601.03

Mayor's Staff Only

Received by Mayor's Office:

5/16/06  
(date)

Reviewed by:

[Signature]

Submitted to Council:

5/19/06  
(date)

**A RESOLUTION  
BY CITY UTILITIES COMMITTEE**

**06-R-1173**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH WATER MANAGEMENT SERVICES, FOR FC-6004007697, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, FOR AN AMOUNT NOT TO EXCEED ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$1,150,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER: 2J21 (WATER AND WASTEWATER RENEWAL AND EXTENSION) 574001 (FACILITIES OTHER THAN BUILDINGS) Q65J080394DA (WATER MAINS, VARIOUS LOCATIONS); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta ("City") did enter into an Agreement, FC-6004007697, Annual Contract for Testing and analysis of Large Water Meters, with Water Management Services ("WMS") on October 7, 2004; and

**WHEREAS**, the term of the agreement is for a period of one (1) year with two (2) one (1) year renewal options at the sole discretion of the City; and

**WHEREAS**, WMS has performed contracted services satisfactorily; and

**WHEREAS**, the Commissioner of the Department of Watershed Management desires to amend Agreement FC-6004007697, Annual Contract for Testing and analysis of Large Water Meters, to provide additional services and funding in an amount not to exceed One Million One Hundred Fifty Thousand Dollars and No Cents (\$1,150,000.00).

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES**, that the Mayor is authorized to execute on behalf of the City Amendment No. 1 to Agreement FC-6004007697, with WMS, in an amount not to exceed One Million One Hundred Fifty Thousand Dollars and No Cents (\$1,150,000.00).

**BE IT FURTHER RESOLVED**, that all contracted work will be charged to and paid for from Fund, Account and Center Number 2J21 (Water & Wastewater Renewal & Extension) 574001 (Facilities Other Than Buildings) Q65J080394DA (Water Mains, Various Locations).

**BE IT FURTHER RESOLVED**, that the City Attorney is directed to prepare an appropriate Amendment for execution by the Mayor.

**BE IT FINALLY RESOLVED**, that the Amendment will not become binding on the City and the City will incur no liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to WMS.

F-5



SHIRLEY FRANKLIN  
MAYOR

## CITY OF ATLANTA

55 TRINITY AVENUE SW, SUITE 5400  
ATLANTA, GEORGIA 30303-0312  
OFFICE (404) 330-6081  
FAX (404) 658-7194

CITY OF ATLANTA  
DEPT. OF PROCUREMENT  
2006 MAY -2 PM 4:54

DEPARTMENT OF  
WATERSHED MANAGEMENT  
ROBERT J. HUNTER  
COMMISSIONER

### MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer, DOP  
FROM: Robert J. Hunter, Commissioner, DWM *Robert J. Hunter*  
DATE: May 1, 2006  
RE: **REQUEST FOR PROCESSING TRANSMITTAL FORM**

The Department of Watershed Management is forwarding the following for processing:

Project:	<b>ANNUAL CONTRACT FOR TESTING &amp; ANALYSIS OF LARGE WATER METERS/ AMENDMENT AGREEMENT NO.#1</b>	
FC #	<u>6004007697</u>	Terms: One (1) year with Two (2) one (1) year renewals
<input type="checkbox"/> Technical Specifications		<input type="checkbox"/> Project Statement
<input type="checkbox"/> Bid Estimate:		<input type="checkbox"/> Drawings
<input checked="" type="checkbox"/> Requisition:	<u>Q65J-6007</u>	
(FAC #)	<u>2J21 574001165J080394DA / \$1,150,000.00</u>	
(FAC #)		
<input type="checkbox"/> Adver. Requisition:		
(FAC #)		
<input type="checkbox"/> Other:		
<input checked="" type="checkbox"/> Project Manager & Phone No.	<u>Sabrina D. Watts, (404) 330-6955</u>	
<input checked="" type="checkbox"/> Bureau of Procurement Contact:	<u>Cynthia P. Brinkley, (404) 330-6096</u>	
<input type="checkbox"/> Special Instructions:		

For Bid/Proposal documents, after the Department of Procurement has reviewed said documents, Watershed understands that we can expect confirmation of this transmittal within two (2) working days. A project meeting will be scheduled and the project calendar set.

C: Sheila Pierce, Deputy Commissioner, DWM  
Cathy Martin, Deputy Procurement Officer, DOP  
Carl Hall, Contract Administrator, DOP  
Sabrina D. Watts, Watershed Manager, DWM  
Andy Ladd, Financial Analyst, DOP  
Richard T. Parker, Deputy Commissioner, BODW,  
Sylvia Glover, Watershed Manager, BODW  
Lynn Portee, Contracting Officer, DOP  
Cynthia P. Brinkley, Management Analyst, DWM



CITY OF ATLANTA  
DEPT. OF PROCUREMENT

2006 MAY -2 PM 4: 54

## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE SW, SUITE 5400  
ATLANTA, GEORGIA 30303-0312  
OFFICE (404) 330-6081  
FAX (404) 658-7194

DEPARTMENT OF  
WATERSHED MANAGEMENT  
ROBERT J. HUNTER  
COMMISSIONER

### MEMORANDUM

**TO:** Adam L. Smith, Chief Procurement Officer,  
Department of Procurement

**FROM:** Robert J. Hunter, Commissioner  
Department of Watershed Management *Robert J. Hunter*

**DATE:** May 1, 2006

**RE:** Legislative Request / FC-6004007697, Annual Contract  
for Testing and Analysis of Large Water Meters /Amendment Agreement No. #1  
Contractor: Water Management Services Division(WMS) a Division of Thielsch Engineering, Inc.

Please prepare the appropriate legislation for Cycle 10 for the above referenced contractor. We have attached a revised Scope of Work and a requisition to add additional funding for this project.

We anticipate services in an amount not to exceed One Million One Hundred Fifty Thousand Dollars and No Cents (\$1,150,000.00). The cost shall be charged to Fund, Account, and Center Number #2J21 574001 Q65J080394DA.

Should you have any questions concerning this matter, please feel free to contact Mrs. Sabrina D. Watts, Watershed Manager, at (404) 330-6955.

Your assistance in this matter is requested and appreciated.

RJH/cpb

**C:** Sheila Pierce, DWM  
Chris Hebbard, BODW  
Cathy Martin, DOP  
Carl Hall, DOP  
Sabrina D. Watts, DWM  
Sylvia Glover, BODW  
Tracy Curry, DWM  
Cynthia P. Brinkley, DWM



PS REQUISITION LINE RQ1  
019 - ALL FIELDS ARE CORRECT  
NEXT FUNCTION: ACTION: 04/29/2006 14:56:48  
REQUEST: SAVE SHOW PAGE NO:

=====

BUY ENTITY	: CONT	REQUISITION NO.:	Q65J6007
REQ. LINE NO.	: 0001	REQUESTER ID	: 587
BUYER ID	: CO	PRIORITY	: 1
CATALOG NO.	:	ITEM NO.	: 9118505
ITEM DESCRIPTION	: FC-769704,ANN CONT TEST & ANALYSIS OF LG MTR/AMND #1		
QUANTITY REQUIRED SKU:	1	SKU	: EA
UNIT PRICE	: 1,150,000.00	PRICE TYPE	: -
REQUIRED DATE	: 04/29/2006	SHIP TO CODE	:
GL EFFECTIVE DATE	: 04/29/2006		

PREFERRED VENDOR/QUOTE

PAY ENTITY	: _____	VENDOR NO	: _____	GROUP NUMBER	: _____
		OR SHORT NAME	: _____		
QUOTE NUMBER	: _____	ITEM SEQ NO.	: _____	QUOTE REQUIRED	: N

GL COMPANY	: 2J21	GL ACCOUNT	: 574001
GL CENTER	: Q65J080394DA	DISTRIB IND	:
PROJECT CO.	:	PROJECT CODE	: ACCOUNTING RULE: 01

DSP DEFAULTS	: X PASS	: CONT TO RQ2	: LINE STATUS	:
--------------	----------	---------------	---------------	---



PS.

## REQUISITION HEADER

RQH

NEXT FUNCTION: \_\_\_\_\_ ACTION: \_\_\_\_\_  
REQUEST: \_\_\_\_\_ SAVE SHOW PAGE NO: \_\_\_\_\_

04/29/2006 15:01:31

```
=====
          BUY ENTITY                : CONT
          REQUISITION NO.           : Q65J6007
          REQUESTER ID               : 587
          REQUISITION TOTAL          :          1,150,000.00
REQ TYPE: OT  REQUISITION LINE TOTAL:          1,150,000.00
MISC      :OT DIFFERENCE              :              .00
COMPUTERS:PC BUYER ID                 : _____
MOTORIZED:MT REQUISITION STATUS       : 0
          GL EFF DT/TRIP END DT    : 04/29/2006
          DATE ENTERED              : 04/29/2006
          DATE LAST UPDATED         : 04/29/2006
          SIGNATURE APPROVAL        : FIN _____
          UNRESOLVED LINES          : 0
          OPEN LINES                 : 1
          PARTIALLY CLOSED LINES    : 0
          CLOSED LINES               : 0
          TOTAL LINES                : 1
=====
```

NOTES: \_\_\_\_\_

NEXT FUNCTION: \_\_\_\_\_ ACTION: \_\_\_\_\_

```
=====
COMP / ACCT / CNTR          ALTERNATE COMP / ACCT / CNTR
2J21          574001 Q65J080394DA    2J21          57**** Q65J080394DA
=====
```

ACCT DESC: FAC. OTHER THAN BUILDINGS ORIG APPROPRIATION: 0.00  
 CNTR DESC: WATER MAINS, VARIOUS LOCATIONS LAST ACTIVITY: 04/28/2006

2,100,000.00	(ALLOTMENT )	2,100,000.00	(ALLOTMENT )
- 875,000.00	(COMMITMENT ) -	875,000.00	(COMMITMENT )
- 0.00	(ENCUMBRANCE ) -	0.00	(ENCUMBRANCE )
- 0.00	(EXPENDITURE ) -	0.00	(EXPENDITURE )
-----			
= 1,225,000.00	(AVAIL BAL)	= 1,225,000.00	(AVAIL BAL)

L	OVEREXPEND	A	E	C G											
V	TOLERANCE	BDG YTD P	EST	N	L R	ACTIVE	INACTIVE								
L	POST AMT	PCT	GRP LTD P	REV EXP	C COMM	S P	STAT	DATE	DATE						
0	Y	9999	999		Y	Y	N	Y	Y	Y	Y	5	7	0	

# FC-7697-04 ANNUAL CONTRACT FOR TESTING AND ANALYSIS OF LARGE WATER METERS

## PART 1 -- GENERAL

### 1.01 SUMMARY

- A. Scope: Work includes on-site surveys and testing and analysis of large water meters (three (3) inches in diameter and larger) throughout the City drinking water distribution system. The Contractor shall provide all labor, equipment, tools, and materials required in order to accomplish the Work at each work site. The site surveys shall be documented in writing and submitted to the City, including documentation of pre-test remedial repairs and a recommendation of the testing method that will be required for that meter. The testing and analysis shall be performed where requested as the City deems appropriate for each identified service location. Testing shall be documented in writing, and an analysis of the testing shall be performed and results report submitted to the City, including recommendations for repairs or replacement of each meter tested. There are approximately 2,913 large meters in the distribution system, all of which may be assigned for testing and analysis during the period of the contract.
- B. The City reserves the right to select more than one (1) Contractor in order to fulfill the requirements of the scope of work for this project.
- C. The duration of the contract for this project is one year. The City reserves the right to renew the contract for two additional one-year (1) periods following the expiration of the original contract.
- D. The City normally implements two (2) types of contracts regarding the maintenance of large water meters. One (1) contract (this bid document) consists of the "testing and analysis" of large water meters while the other contract will consist of the "repair and replacement" of large water meters. The same Contractor cannot hold both contracts at the same time. If a bidder bids one of these contracts, while under contract with or having been awarded the other, the second bid submittal will be disqualified.
- E. Meter Class: The meters to be tested and analyzed under this contract shall be classified as the following:
  - GROUP 1, SIZE 3" THROUGH 12"

## 1.02 REFERENCES

- A. STANDARDS – Testing and Analysis under this contract shall conform to (or exceed) the applicable specifications in the latest edition of the following standards. In the event of a conflict between the standards and the specifications, the specifications shall govern:
1. ANSI/AWWA C700 through C706
  2. AWWA MANUAL M6
- B. PUBLICATIONS – The latest edition of the publications listed below form a part of these specifications:
1. Atlanta Bureau of Drinking Water Design Criteria and Standard Manual;
  2. American Water Works Association (AWWA) applicable standards; and
  3. Federal and State Occupational Safety and Health Administration (OSHA).

## 1.03 QUALITY ASSURANCE

- A. QUALITY CONTROL - It shall be the Contractor's responsibility to ensure the quality control of the testing equipment utilized under this contract. Quality Control shall be in conformance with the following:
1. Testing equipment and test meters shall be documented as calibrated within six (6) months prior to conducting on-site testing after obtaining a Notice to Proceed for contracted work. If the test meters have not been calibrated within six (6) months of issuance of a Notice to Proceed, the test meter shall be calibrated prior to use at a calibration lab approved by the City.
  2. The City will enforce Quality Control via a system of random testing and inspecting water meters assigned for testing. Any discrepancies in test results shall be reported to the distribution manager of the Bureau of Drinking Water.
  3. Test and Inspection: It shall be the Contractor's responsibility to perform all tests required by this specification unless otherwise stated in the purchase order, data sheet, and/or contract. The Contractor will provide all test equipment. The City of Atlanta reserves the right to perform any of the test and inspection requirements where such tests and inspections are needed to further determine compliance with this specification.

#### 1.04 SITE CONDITIONS

- A. Meter Testing shall not disturb existing site conditions without the City of Atlanta's knowledge and consent. In the event that surrounding area (including landscape, street, concrete, grass, sidewalk, driveway, curb, gutter, etc.) is disrupted without the consent of "the City", the replacement costs to restore the disrupted area will be the sole responsibility of the Contractor.
- B. The Contractor shall use a test discharge hose that is long enough to safely discharge to a storm drain inlet. No water should be discharged on the roads in path of traffic.
- C. No testing shall be performed when temperature is below 32 degrees Fahrenheit without approval of the City.
- D. Site Conditions vary from work site to work site, and the Work will include certain performances as incidental to the itemized requirements. The Contractor shall provide all material, labor, tools and equipment necessary to deal with the incidental performances in order to complete the Work of this contract. Though not exclusive, these performances may include the following items:
- Locating meters, valves and other appurtenances;
  - Traffic and pedestrian control;
  - Cleaning of meter vaults as required to complete the Work;
  - Removal of debris or water from meter vaults as required to complete the Work;
  - Connections to and disconnection from fire hydrants;
  - Proper disposal of test water;
  - Proper disposal of rubbish and debris
  - Proper Site Safety
- E. The City will make no separate payment or allowance for the performances, but the cost thereof shall be included in the unit price for the Work to be done under this contract. Furthermore, the City will make no payment until the Work is completed, and will make no separate payment(s) if the Contractor is required to visit a site more than one time.

## **PART 2 -- MINIMUM QUALIFICATIONS**

### **2.01 GENERAL REQUIREMENTS**

The Contractor shall furnish all material, labor, tools and equipment necessary to test the accuracy of the water mains, with the size and appropriate quantity as indicated in the Bid Schedule, including that necessary, for disposal of clean-out debris, test water, traffic control where directed.

### **2.02 EXPERIENCE**

The bidder shall certify that the Company has tested water meters of a like nature, type and size of those being bid for a minimum of two (2) years. This includes compound, turbine, and fire service meters in the categories of AWWA C700 through C706. In lieu of the two-year requirements, the bidder may furnish the City of Atlanta with a comprehensive statement as to its experience, credibility, and expertise in testing said meters. The bidder shall furnish a list of water utility references that have utilized the bidder's testing services.

### **2.03 PERSONNEL**

The bidder shall certify that personnel responsible for testing meters are properly trained and have experience using the appropriate test equipment. Each testing crew shall be supervised by personnel with a minimum of two (2) years experience in testing large water meters and a valid water distribution license issued by the State of Georgia. The bidder shall provide personnel with a comprehensive knowledge about, appreciation for, and accounting for the consequences of discharging large quantities of water at high flow rates. The trained personnel must be able to follow the techniques for performing the tests, selecting the appropriate test flow rates, determining the accuracy, and reaching conclusion to obtain valid test results. The Contractor shall remove any personnel from the project that the City's Project Manager determines do not meet the above criteria.

## **PART 3 -- EXECUTION**

### **3.01 METHODS**

- A. **SAFETY** - The Contractor is responsible for all costs associated with safety requirements in performing the duties associated with this contract. Meters are contained within vaults where OSHA Confined Space Safety requirements apply. Work performed in Georgia Department of Transportation (GADOT) right-of way shall comply with all GADOT site safety requirements.

## B. SITE SURVEY

A Site Survey shall be performed to determine the testability and condition of each meter, vault, and appurtenances. Performance of a Site Survey will be required on all meters tested to determine if a meter can be tested in its present configuration; or if the site requires work to be performed to be made "Ready for Test." The Contractor will be provided with a Work Order assigning site survey to be performed. The Contractor shall conduct an interview with each service location contact representatives to gather site and usage information and to coordinate access to the site. The Contractor shall provide all material, labor, tools and equipment necessary to deal with the site survey performances in order to complete the Work of this contract. The Contractor will be required to submit a Site Survey Report with the Work Order. The Site Survey Report will verify and provide additional location and condition information for each site. Though not exclusive, this may include the following items:

- Locating meters, valves and other appurtenances;
- Identifying limited access to vault due to site restrictions;
- Identifying limitation to perform work due to the condition of vault;
- Identifying limitation to perform work due to limited access to inlet/outlet valve;
- Identifying pre-test meter, registers, valve condition, and valve operation;
- Identifying pre-test valve repair requirements;
- Cleaning of meter vaults as required to complete the Work;
- Removal of debris or water from meter vaults as required to complete the Work.

## C. METER TESTS

1. As defined in AWWA Manual M6, testers may not be operated above 150 psi service pressure or other lower limits as recommended by the tester manufacturer. The tester must be physically secured at pressures above 80 psi. The Contractor shall lubricate the meter test plug after testing. Cut sheets for the lubricating material, as recommended by the meter manufacturer, shall be submitted to the City's Project Manager for approval before using.
2. In order to have a minimal damaging effect on the surrounding distribution system, Open and close all valves slowly to prevent severe water hammer.

3. The Contractor shall use a test discharge hose that is long enough to safely discharge to a storm drain inlet. Absolutely no water should be discharged on the roads in the path of traffic. No testing shall be performed when temperature is below 32 degrees Fahrenheit without approval of the City.
4. If a meter is located with one or more defective or improper meter registers, the register shall be replaced with a temporary test register in order to accomplish the testing. Upon completion of the test, the defective or improper register(s) shall be placed back on the meter. The register deficiencies shall be specifically documented in the corresponding test report.
5. If a meter does not have a test ports to allow testing in place, the Contractor shall either install test ports or temporarily remove the meter for off-site or bench testing, as directed on the work order.
6. If connections to fire hydrants are required for off-site meter testing, the Contractor shall provide any equipment or materials, including hoses, fire hydrant meters and/or backflow devices, necessary to make the connections and shall perform any disinfection required. The City Project Manager must be notified prior to all off-site meter testing. City inspection personnel shall be present for the connections to fire hydrants.
7. TEST CREW - The crew shall consist of a minimum of two (2) people with one being a fully qualified technician for large water meter testing. These qualified technicians shall be experienced and field trained in all major phases of water meter testing. The test crew shall be capable of testing all major brands of large water meters, (i.e., Hersey, Neptune, Sensus (formerly Rockwell/Invensys), Badger, etc.).
8. TEST RATES – Conduct large meter test for seven (7) different test rates. Test flow rates and volume shall be per latest revision of AWWA Manual M-6, and the applicable AWWA Standards C700 through C706. The following four (4) test points must be covered, with the remainder of the seven (7) interspersed to cover the full, continuous operating range. In order to evaluate compliance with meter accuracy standards as defined in the applicable specifications and standards, large water meter tests should be conducted for at least four different test rates as follows:
  - A maximum test flow of 25 % or more of the meter rated capacity;
  - An intermediate test flow rate of approximately 10% of the meter rated capacity (high point of maximum registration);
  - A minimum flow rate of 0.5 gpm for 3" meters, 0.75 gpm for 4" meters, 1.5 gpm for 6" meters and 2.0 gpm for 8" through 12" meters;



- A test at the changeover point (during valve operation);
- For accuracy of registration determination during the changeover from bypass meter to main meter, the difference in the flow rate at the beginning and the end of the changeover shall not exceed 23 gpm for a 3" meter; 28 gpm for a 4" meter; 32 gpm for a 6" meter; and 50 gpm for a 8" meter.

9. ACCURACY - To be deemed accurate, all meters must meet accuracy standards as stated in the applicable AWWA Standards.

The Contractor's test report will identify the applicable AWWA Standard and the required test data to confirm that the meter was tested at the four compliance points, plus the additional intermediate points. This information shall be documented for each meter tested.

10. ANALYSIS: After the meters have been tested, the results will be analyzed to determine if:

- The meter is accurate (nothing more to be done);
- The meter is inaccurate and needs to be calibrated (i.e. — minor repair and an estimate of what that repair might be);
- The meter is inaccurate and needs major repair (an estimate of what that repair might be); or
- The meter is inaccurate and cannot be repaired (must be replaced).

11. SECURITY - Any security measures on the register such as tamper-proof seal pins, seal wires, etc., that are removed or otherwise compromised during testing shall be replaced upon completion of testing. Security seals shall be approved by the City's Project Manager.

12. LOCKING BYPASS VALVE – Upon completion of testing, the Contractor shall ensure that the bypass valve is fully closed; and shall lock the bypass using bypass locks as provided by the City. Contractor shall not be required to lock bypass if the City has not provided material.

### 3.02 Equipment

#### A. TEST EQUIPMENT – GROUP I – SIZE 3" THROUGH 12" METERS

Test equipment shall include all tools and equipment needed to do the Work. Test equipment shall include, but not be limited to:

- One (1) large portable test unit capable of measuring flows from ½ gpm to full capacity of meter being tested. The tester should include at least two (2) meters of varying capacity;
  - A pressure gauge to check both the line pressure and the residual pressure at the tester;
  - A valve located downstream of each meter to control the flow rate for the various tests;
  - Flexible hoses to connect the test equipment to the meter being tested. The hoses must be in good condition and positioned as straight as possible between the two (2) meters;
  - A pump to empty meter pits that may be found filled with surface water;
  - A generator to provide lights if night work is required.
- B. Test equipment must contain certain basic elements to properly test compound meters. The tester should include at least two (2) meters of varying capacities. A pressure gauge is required to check both the line pressure and the residual pressure at the tester. The master meters used on the testers must be capped, protected and handled with care when not in use.
- C. The Contractor shall be responsible for notifying the customer regarding each water meter being tested a minimum of seventy-two (72) hours notice in advance as needed to minimize any disruption of service of the testing and shall coordinate with the customers' business/premises. The bypass valve may be opened for this purpose.

### 3.03 WORK FLOW

- A. The individual sites where the Work is to be accomplished will be conveyed to the Contractor via a City of Atlanta Work Order. The City may deliver the Work Order via electronic format to the Contractor.
- B. Assignments/work orders for the Work will be made in groups of meters as determined by the City's Project Manager. The address of each meter location will be provided to the Contractor.
- C. The Contractor will be required to complete a minimum of fifty (50) site surveys per month; if so directed by the City, beginning thirty (30) days after receipt of the site survey work orders.

- D. Separate work orders will be issued for the site survey and for testing. Each individual work order shall be considered complete upon return of the original signed work order, plus one copy of the work order, along with two (2) copies of the corresponding site survey or testing reports. Work orders shall provide general field test completion comments.
- E. Any work reassigned to the Contractor by the City to correct inaccurate test results because of defective test equipment or improper operation by testing personnel shall be completed at the Contractor's own expense and report to the City's Project Manager within three (3) working days upon receipt of the notice for such work. The City reserves the right to employ additional personnel, contractors, etc., as deemed necessary to obtain accurate test results, should the contractors fail to correct defective equipment or operation within three (3) working days of receipt of the notice of such work. Actual cost of obtaining test results by other Contractors at the City's directive will be charged to the Contractor on the following monthly payment request.
- F. Time is of the essence regarding performance of the Work required by this Agreement.
  - 1. The allowable time frame for completing the Work required for a site survey at a single meter location is **thirty (30)** calendar days from the issuance date of the work order. Any work not completed within the **thirty (30)** calendar days shall be considered late. Failure to complete the work within the required time may prevent the Contractor from being assigned any additional work until all work is completed.
  - 2. The allowable time frame for completing the Work required for a meter test at a single meter location is **thirty (30)** calendar days from the issuance date of the work order. Any work not completed within the **thirty (30)** calendar days shall be considered late. Failure to complete the work within the required time may prevent the Contractor from being assigned any additional work until all work is completed.

### 3.04 DOCUMENTATION

- A. **WORK ORDER FORM:** The Contractor shall return **two (2)** copies of the work order form and required reports, as described herein. The original work order form provided to the Contractor must be completed, signed and returned to the City, along with the required report. The completed work order shall contain a summary of work performed in the Completion Comments section and reference to other attached reports. **One (1)** additional copy of the completed work order form and required report shall also be returned to the City. If the work order form is not completed and returned, the work will be deemed incomplete and will not be considered for payment.

## B. TESTING DATA:

1. It shall be the responsibility of the Contractor to properly and correctly record locations of the service tap denoting the location from the nearest intersection or other approved permanent references for which testing occurred. The Contractor shall record the tap number and meter number on the work order and verify the location against the work order.
2. The Contractor is responsible for recording test flow rate data, measured register readings during testing and other required test parameters, such as water temperature and pressure.

## C. REQUIRED REPORTS

1. Site Survey Report: Upon completion of a site survey, a report shall be prepared to document the findings. The Contractor shall submit this information to the City in a standardized format as approved by the City, on a minimum basis of once (1) per week, and it will be required in order to close out each assignment and receive payment. Each site survey report shall include the following information, as a minimum:
  - Service Location Information
    - Customer Name
    - Customer Address
    - Type of Business
    - Account Number
    - Contact Person, Title, and Phone
    - Usage Information
  - Locating meters, valves, and other appurtenances
    - GPS coordinate of meter
  - Identify limited access to vault due to site restrictions
  - Identify vault specifications and conditions.
    - Obstructions
    - Material of Construction
    - Vault Measurements
    - Condition
    - Modification Requirements
    - Description of Debris
  - Identify vault lid entrance specifications and conditions.
    - Lid Type
    - Material of Construction
    - Lid Measurements

- Lid Condition
- Identify meter specifications and conditions.
  - Size
  - Type
  - Manufacturer
  - Manufacturer Serial #
  - City of Atlanta Tap Number (inside register lid, should match Service Location number)
  - Meter Register Readings (Low, High, Fire)
  - Test Port
  - Measurements (Meter, Strainer, V to V)
- Provide valve data and condition information.
  - Inlet/Outlet Valve Size and Type
  - Valve Location
  - Valve Condition
  - Repair/Replace Recommendation
- Provide pipe data and condition information.
  - Inlet/Outlet Pipe Size and Type
  - Valve Location
- Traffic Control Requirements
  - DOT Right-of-Way
  - Roadway Access Issues
- Backflow information
- Drawing/Schematic of Existing Setting
- Drawing/Schematic of NEW Setting
- Supplies Needed for Repair or Replacement
- Picture Documentation/with Date Stamp (to be provided to the City on CD Rom)
- Recommendations
  - Repairs, Replacement
  - Clean out, debris removal
- Testing Method

2. Meter Test Report: The Test Report for each meter shall include a section defining the opinion of the Tester, the necessary repair work to be accomplished for the meter to meet accuracy standards required. By way of example, this would include identifying if the accuracy loss was due to long term erosion and therefore, should be replaced, or identifying that installation was damaged, resulting in loss of measurement, or entrained air or material deposits. This observation is not intended to require the tester to dismantle the meter for the inspection, but to provide opinion of implication of data collected.

Upon completion of a meter test, a report shall be prepared to document the findings. The Contractor shall submit this information to the City in a standardized format as approved by the City and it will be required in order to close out each assignment and receive payment. Each meter test report shall include the following information, as a minimum:

- a. Notation if On-site testing or Off-Site testing
- b. Test port size and type
- c. Static and residual pressure
- d. Total length of fire hose used
- e. Before and after subject meter readings
- f. For each testing flow rate:
  - Test volume
  - Test meter flow rate
  - Subject meter measured flow rate
  - Test meter accuracy
  - Subject meter accuracy
  - Required Accuracy
  - Applicable AWWA Standard
- g. Performance Analysis

D. EQUIPMENT CERTIFICATION: The Contractor shall provide documentation that all test equipment is calibrated per AWWA standards. Contractor shall provide documentation that all test equipment is calibrated per AWWA standards upon commencement of the contract and every six (6) months during contract period. An independent calibration lab approved by the City shall be utilized.

E. COMPILATION REPORT: The Contractor shall maintain a compilation report for presentation to the City with each invoice submittal and at the end of each contract period, listing the results from all of the preliminary reports submitted, including all of the meters tested and the recommendations from the analyses of the meters.

## **PART 4 -- MEASUREMENT AND PAYMENT**

### **4.01 SCOPE**

- A. The scope of this section defines each bid item in the Bid Schedule. Payment will be made based on the specified items included in the description for each bid item.
- B. Contract unit prices included in the Bid Schedule will be full compensation for the Work. Unit prices shall include all labor, materials, tools, equipment, overhead and incidental costs hereto for Work performed under this contract. Payment will be made for services performed based on actual quantities of each item completed, utilizing a unit price basis, and will be determined upon completion of the Work in the manner set up for each item in this section of the specifications.
- C. Payment for items listed in the Bid Schedule will constitute full compensation for the Work.
- D. Alternative payment options, which include sharing of future revenues related to testing and analysis of large water meters, will not be considered.

### **4.02 BID SCHEDULE**

- A. **SITE SURVEY** - This unit price shall include all labor, materials, tools, transportation, incidental costs, and equipment (including safety equipment), for conducting the site survey at a meter location for the meter size as listed on the bid form. It also includes all work associated with documenting the findings, digital photography, and writing reports. Work includes cost of notifying and coordinating with customers. Overhead, profit and cost of mobilization, bonding and insurance shall be included in the unit price cost.
- B. **ON-SITE TESTING AND ANALYSIS** - This unit price shall include all labor, materials, tools, transportation, incidental costs, and equipment (including safety equipment), for the on-site testing and analysis of a meter of the size as listed on the bid form. The unit price includes material cost for a test riser and valve left-in-place at the completion of the test. It also includes all work associated with documenting the test results, digital photography performing an analysis and recommendation of each meter, and writing reports. Work includes cost of notifying and coordinating with customers, testing bypass meters, installing test register to replace damaged registers, testing at flow rates per the specifications, and disposing of any discharged water. Overhead, profit and cost of mobilization, bonding and insurance shall be included in the unit price cost.

- C. OFF-SITE TESTING AND ANALYSIS - This unit price shall include all labor, materials, tools, transportation, incidental costs, and equipment, (including safety equipment), for off-site testing and analysis of a meter of the size as listed on the bid form. It also includes all work associated with documenting the test results, digital photography performing an analysis and recommendation of each meter, and writing reports. Work includes cost of notifying and coordinating with customers, testing bypass meters, testing at flow rates per the specifications, and disposing of any discharged water. Overhead, profit and cost of mobilization, bonding and insurance shall be included in the unit price cost.
- D. INSTALLATION OF TEST PORT/NIPPLE - This unit price shall include all labor, materials, tools, transportation, incidental costs, and equipment, (including safety equipment), for installation of a test port on a meter of the size listed on the bid form. Overhead, profit and cost of mobilization, bonding and insurance shall be included in the unit price cost.
- E. CONTINGENCY - An owner's controlled contingency is assigned to this project to address unforeseen conditions not covered in the specifications. Any unused portions will remain with the City.

## **PART 5 -- CONTRACT DOCUMENTATION**

### **5.01 BID SCHEDULE REQUIREMENT**

Bid schedule shall be completed, with unit prices as defined in PART 4.

### **5.02 OTHER REQUIRED SUBMITTALS**

- A. The City may request any or all of the following information at any time prior to contract renewal or following Notice to Proceed. Upon the City's request, the requested information or procedure shall be submitted to the City's Project Manager for review within ten (10) working days. The City will then review the information to assure compliance with the Contract requirements, and may require the Contractor to amend or modify the information based on that review. Though not exclusive, the following information may be requested by the City:
  - 1. Contractor's proposed Site Survey Procedure/Method Statement: The Contractor may be required to submit to the Project Manager Testing Procedures for each type of meter. A Test Report template shall be included in the Method Statement.
  - 2. Contractor's proposed On-Site Testing Procedure/Method Statement: The Contractor may be required to submit to the Project Manager Testing Procedures for each type of meter. A Test Report template shall be included in the Method Statement.



3. Contractor's proposed Off-Site Testing Procedure/Method Statement.
4. Contractor's proposed Procedure/Method Statement for Installing Test Ports.
5. Equipment certification for Contractor's testing equipment.
6. Contractor Testing Experience: The Bidder shall provide, with the bid submittal, a list of references to indicate that the Company has a minimum of two (2) years experience in testing and analyzing large water meters.
7. Personnel Testing Experience: Each testing crew shall be supervised by personnel with a minimum of two (2) years experience in testing large water meters and shall hold a valid water distribution license issued by the State of Georgia. The Bidder shall provide, with the bid submittal, the names of personnel who meet the above criteria and would be assigned to this project.



CITY OF ATLANTA  
DEPT. OF PROCUREMENT

2006 MAY -2 PM 4:54

## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE SW, SUITE 5400  
ATLANTA, GEORGIA 30303-0312  
OFFICE (404) 330-6081  
FAX (404) 658-7194

DEPARTMENT OF  
WATERSHED MANAGEMENT  
ROBERT J. HUNTER  
COMMISSIONER

### MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer,  
Department of Procurement

FROM: *Robert J. Hunter* Robert J. Hunter, Commissioner  
Department of Watershed Management

DATE: May 1, 2006

RE: Legislative Request / FC-6004007697, Annual Contract  
for Testing and Analysis of Large Water Meters /Amendment Agreement No. #1  
Contractor: Water Management Services Division(WMS) a Division of Thielsch  
Engineering, Inc.

Please prepare the appropriate legislation for Cycle 10 for the above referenced contractor. We have attached a revised Scope of Work and a requisition to add additional funding for this project.

We anticipate services in an amount not to exceed One Million One Hundred Fifty Thousand Dollars and No Cents (\$1,150,000.00). The cost shall be charged to Fund, Account, and Center Number #2J21 574001 Q65J080394DA.

Should you have any questions concerning this matter, please feel free to contact Mrs. Sabrina D. Watts, Watershed Manager, at (404) 330-6955.

Your assistance in this matter is requested and appreciated.

RJH/cpb

C: Sheila Pierce, DWM  
Chris Hebbard, BODW  
Cathy Martin, DOP  
Carl Hall, DOP  
Sabrina D. Watts, DWM  
Sylvia Glover, BODW  
Tracy Curry, DWM  
Cynthia P. Brinkley, DWM

**Q65J-6007**

134

CENTER

1-May-06

1. NAME \_\_\_\_\_  
 2. ADDRESS \_\_\_\_\_  
 3. CITY \_\_\_\_\_  
 4. STATE \_\_\_\_\_  
 5. ZIP \_\_\_\_\_  
 6. PHONE \_\_\_\_\_  
 7. DATE \_\_\_\_\_  
 8. SIGNATURE \_\_\_\_\_  
 9. PRINT NAME \_\_\_\_\_  
 10. PRINT ADDRESS \_\_\_\_\_  
 11. PRINT CITY \_\_\_\_\_  
 12. PRINT STATE \_\_\_\_\_  
 13. PRINT ZIP \_\_\_\_\_  
 14. PRINT PHONE \_\_\_\_\_  
 15. PRINT DATE \_\_\_\_\_  
 16. PRINT SIGNATURE \_\_\_\_\_  
 17. PRINT NAME \_\_\_\_\_  
 18. PRINT ADDRESS \_\_\_\_\_  
 19. PRINT CITY \_\_\_\_\_  
 20. PRINT STATE \_\_\_\_\_  
 21. PRINT ZIP \_\_\_\_\_  
 22. PRINT PHONE \_\_\_\_\_  
 23. PRINT DATE \_\_\_\_\_  
 24. PRINT SIGNATURE \_\_\_\_\_  
 25. PRINT NAME \_\_\_\_\_  
 26. PRINT ADDRESS \_\_\_\_\_  
 27. PRINT CITY \_\_\_\_\_  
 28. PRINT STATE \_\_\_\_\_  
 29. PRINT ZIP \_\_\_\_\_  
 30. PRINT PHONE \_\_\_\_\_  
 31. PRINT DATE \_\_\_\_\_  
 32. PRINT SIGNATURE \_\_\_\_\_  
 33. PRINT NAME \_\_\_\_\_  
 34. PRINT ADDRESS \_\_\_\_\_  
 35. PRINT CITY \_\_\_\_\_  
 36. PRINT STATE \_\_\_\_\_  
 37. PRINT ZIP \_\_\_\_\_  
 38. PRINT PHONE \_\_\_\_\_  
 39. PRINT DATE \_\_\_\_\_  
 40. PRINT SIGNATURE \_\_\_\_\_  
 41. PRINT NAME \_\_\_\_\_  
 42. PRINT ADDRESS \_\_\_\_\_  
 43. PRINT CITY \_\_\_\_\_  
 44. PRINT STATE \_\_\_\_\_  
 45. PRINT ZIP \_\_\_\_\_  
 46. PRINT PHONE \_\_\_\_\_  
 47. PRINT DATE \_\_\_\_\_  
 48. PRINT SIGNATURE \_\_\_\_\_  
 49. PRINT NAME \_\_\_\_\_  
 50. PRINT ADDRESS \_\_\_\_\_  
 51. PRINT CITY \_\_\_\_\_  
 52. PRINT STATE \_\_\_\_\_  
 53. PRINT ZIP \_\_\_\_\_  
 54. PRINT PHONE \_\_\_\_\_  
 55. PRINT DATE \_\_\_\_\_  
 56. PRINT SIGNATURE \_\_\_\_\_  
 57. PRINT NAME \_\_\_\_\_  
 58. PRINT ADDRESS \_\_\_\_\_  
 59. PRINT CITY \_\_\_\_\_  
 60. PRINT STATE \_\_\_\_\_  
 61. PRINT ZIP \_\_\_\_\_  
 62. PRINT PHONE \_\_\_\_\_  
 63. PRINT DATE \_\_\_\_\_  
 64. PRINT SIGNATURE \_\_\_\_\_  
 65. PRINT NAME \_\_\_\_\_  
 66. PRINT ADDRESS \_\_\_\_\_  
 67. PRINT CITY \_\_\_\_\_  
 68. PRINT STATE \_\_\_\_\_  
 69. PRINT ZIP \_\_\_\_\_  
 70. PRINT PHONE \_\_\_\_\_  
 71. PRINT DATE \_\_\_\_\_  
 72. PRINT SIGNATURE \_\_\_\_\_  
 73. PRINT NAME \_\_\_\_\_  
 74. PRINT ADDRESS \_\_\_\_\_  
 75. PRINT CITY \_\_\_\_\_  
 76. PRINT STATE \_\_\_\_\_  
 77. PRINT ZIP \_\_\_\_\_  
 78. PRINT PHONE \_\_\_\_\_  
 79. PRINT DATE \_\_\_\_\_  
 80. PRINT SIGNATURE \_\_\_\_\_  
 81. PRINT NAME \_\_\_\_\_  
 82. PRINT ADDRESS \_\_\_\_\_  
 83. PRINT CITY \_\_\_\_\_  
 84. PRINT STATE \_\_\_\_\_  
 85. PRINT ZIP \_\_\_\_\_  
 86. PRINT PHONE \_\_\_\_\_  
 87. PRINT DATE \_\_\_\_\_  
 88. PRINT SIGNATURE \_\_\_\_\_  
 89. PRINT NAME \_\_\_\_\_  
 90. PRINT ADDRESS \_\_\_\_\_  
 91. PRINT CITY \_\_\_\_\_  
 92. PRINT STATE \_\_\_\_\_  
 93. PRINT ZIP \_\_\_\_\_  
 94. PRINT PHONE \_\_\_\_\_  
 95. PRINT DATE \_\_\_\_\_  
 96. PRINT SIGNATURE \_\_\_\_\_  
 97. PRINT NAME \_\_\_\_\_  
 98. PRINT ADDRESS \_\_\_\_\_  
 99. PRINT CITY \_\_\_\_\_  
 100. PRINT STATE \_\_\_\_\_  
 101. PRINT ZIP \_\_\_\_\_  
 102. PRINT PHONE \_\_\_\_\_  
 103. PRINT DATE \_\_\_\_\_  
 104. PRINT SIGNATURE \_\_\_\_\_  
 105. PRINT NAME \_\_\_\_\_  
 106. PRINT ADDRESS \_\_\_\_\_  
 107. PRINT CITY \_\_\_\_\_  
 108. PRINT STATE \_\_\_\_\_  
 109. PRINT ZIP \_\_\_\_\_  
 110. PRINT PHONE \_\_\_\_\_  
 111. PRINT DATE \_\_\_\_\_  
 112. PRINT SIGNATURE \_\_\_\_\_  
 113. PRINT NAME \_\_\_\_\_  
 114. PRINT ADDRESS \_\_\_\_\_  
 115. PRINT CITY \_\_\_\_\_  
 116. PRINT STATE \_\_\_\_\_  
 117. PRINT ZIP \_\_\_\_\_  
 118. PRINT PHONE \_\_\_\_\_  
 119. PRINT DATE \_\_\_\_\_  
 120. PRINT SIGNATURE \_\_\_\_\_  
 121. PRINT NAME \_\_\_\_\_  
 122. PRINT ADDRESS \_\_\_\_\_  
 123. PRINT CITY \_\_\_\_\_  
 124. PRINT STATE \_\_\_\_\_  
 125. PRINT ZIP \_\_\_\_\_  
 126. PRINT PHONE \_\_\_\_\_  
 127. PRINT DATE \_\_\_\_\_  
 128. PRINT SIGNATURE \_\_\_\_\_  
 129. PRINT NAME \_\_\_\_\_  
 130. PRINT ADDRESS \_\_\_\_\_  
 131. PRINT CITY \_\_\_\_\_  
 132. PRINT STATE \_\_\_\_\_  
 133. PRINT ZIP \_\_\_\_\_  
 134. PRINT PHONE \_\_\_\_\_  
 135. PRINT DATE \_\_\_\_\_  
 136. PRINT SIGNATURE \_\_\_\_\_  
 137. PRINT NAME \_\_\_\_\_  
 138. PRINT ADDRESS \_\_\_\_\_  
 139. PRINT CITY \_\_\_\_\_  
 140. PRINT STATE \_\_\_\_\_  
 141. PRINT ZIP \_\_\_\_\_  
 142. PRINT PHONE \_\_\_\_\_  
 143. PRINT DATE \_\_\_\_\_  
 144. PRINT SIGNATURE \_\_\_\_\_  
 145. PRINT NAME \_\_\_\_\_  
 146. PRINT ADDRESS \_\_\_\_\_  
 147. PRINT CITY \_\_\_\_\_  
 148. PRINT STATE \_\_\_\_\_  
 149. PRINT ZIP \_\_\_\_\_  
 150. PRINT PHONE \_\_\_\_\_  
 151. PRINT DATE \_\_\_\_\_  
 152. PRINT SIGNATURE \_\_\_\_\_  
 153. PRINT NAME \_\_\_\_\_  
 154. PRINT ADDRESS \_\_\_\_\_  
 155. PRINT CITY \_\_\_\_\_  
 156. PRINT STATE \_\_\_\_\_  
 157. PRINT ZIP \_\_\_\_\_  
 158. PRINT PHONE \_\_\_\_\_  
 159. PRINT DATE \_\_\_\_\_  
 160. PRINT SIGNATURE \_\_\_\_\_  
 161. PRINT NAME \_\_\_\_\_  
 162. PRINT ADDRESS \_\_\_\_\_  
 163. PRINT CITY \_\_\_\_\_  
 164. PRINT STATE \_\_\_\_\_  
 165. PRINT ZIP \_\_\_\_\_  
 166. PRINT PHONE \_\_\_\_\_  
 167. PRINT DATE \_\_\_\_\_  
 168. PRINT SIGNATURE \_\_\_\_\_  
 169. PRINT NAME \_\_\_\_\_  
 170. PRINT ADDRESS \_\_\_\_\_  
 171. PRINT CITY \_\_\_\_\_  
 172. PRINT STATE \_\_\_\_\_  
 173. PRINT ZIP \_\_\_\_\_  
 174. PRINT PHONE \_\_\_\_\_  
 175. PRINT DATE \_\_\_\_\_  
 176. PRINT SIGNATURE \_\_\_\_\_  
 177. PRINT NAME \_\_\_\_\_  
 178. PRINT ADDRESS \_\_\_\_\_  
 179. PRINT CITY \_\_\_\_\_  
 180. PRINT STATE \_\_\_\_\_  
 181. PRINT ZIP \_\_\_\_\_  
 182. PRINT PHONE \_\_\_\_\_  
 183. PRINT DATE \_\_\_\_\_  
 184. PRINT SIGNATURE \_\_\_\_\_  
 185. PRINT NAME \_\_\_\_\_  
 186. PRINT ADDRESS \_\_\_\_\_  
 187. PRINT CITY \_\_\_\_\_  
 188. PRINT STATE \_\_\_\_\_  
 189. PRINT ZIP \_\_\_\_\_  
 190. PRINT PHONE \_\_\_\_\_  
 191. PRINT DATE \_\_\_\_\_  
 192. PRINT SIGNATURE \_\_\_\_\_  
 193. PRINT NAME \_\_\_\_\_  
 194. PRINT ADDRESS \_\_\_\_\_  
 195. PRINT CITY \_\_\_\_\_  
 196. PRINT STATE \_\_\_\_\_  
 197. PRINT ZIP \_\_\_\_\_  
 198. PRINT PHONE \_\_\_\_\_  
 199. PRINT DATE \_\_\_\_\_  
 200. PRINT SIGNATURE \_\_\_\_\_  
 201. PRINT NAME \_\_\_\_\_  
 202. PRINT ADDRESS \_\_\_\_\_  
 203. PRINT CITY \_\_\_\_\_  
 204. PRINT STATE \_\_\_\_\_  
 205. PRINT ZIP \_\_\_\_\_  
 206. PRINT PHONE \_\_\_\_\_  
 207. PRINT DATE \_\_\_\_\_  
 208. PRINT SIGNATURE \_\_\_\_\_  
 209. PRINT NAME \_\_\_\_\_  
 210. PRINT ADDRESS \_\_\_\_\_  
 211. PRINT CITY \_\_\_\_\_  
 212. PRINT STATE \_\_\_\_\_  
 213. PRINT ZIP \_\_\_\_\_  
 214. PRINT PHONE \_\_\_\_\_  
 215. PRINT DATE \_\_\_\_\_  
 216. PRINT SIGNATURE \_\_\_\_\_  
 217. PRINT NAME \_\_\_\_\_  
 218. PRINT ADDRESS \_\_\_\_\_  
 219. PRINT CITY \_\_\_\_\_  
 220. PRINT STATE \_\_\_\_\_

**Q3642**

## DRINKING WATER

5/1/06

DOP003-04




# CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

OFFICE OF CONTRACT COMPLIANCE  
55 TRINITY AVENUE SW, SUITE 1700  
ATLANTA, GEORGIA 30303  
OFFICE (404) 330-6010  
FAX (404) 658-7359

## MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer  
Department of Procurement

FROM: Hubert Owens, Acting Director   
Mayor's Office of Contract Compliance

DATE: July 23, 2004

RE: Recommendation for FC-7697-04, Annual Contract for Testing and  
Analysis of Large Water Meters

The Office of Contract Compliance has reviewed the bids submitted by two bidders. Both bidders are eligible under Section 2-1449(a)(2)(C) and have been deemed responsive by the Office of Contract Compliance. For your information, both bidders have committed to utilizing AABEs as indicated below:

<u>Edgar Roberts Contracting, Inc.</u>		
Houston's Son's & Associates	AABE	15%
Strickland & Son	AABE	15%
<b>Participation Total</b>		<b>30%</b>

<u>WMS-Water Management Services, Inc.</u>		
EGM, Inc.	AABE	30%
<b>Participation Total</b>		<b>30%</b>

If you have questions, please contact me or Bruce Bell at (404) 330-6009.

cc: Anthony Stanley



CITY OF ATLANTA  
DEPT. OF PROCUREMENT

2006 MAY -2 PM 4:56

## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE SW, SUITE 5400  
ATLANTA, GEORGIA 30303-0312  
OFFICE (404) 330-6081  
FAX (404) 658-7194

DEPARTMENT OF  
WATERSHED MANAGEMENT  
ROBERT J. HUNTER  
COMMISSIONER

### MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer, DOP

FROM: Robert J. Hunter, Commissioner, DWM

*Robert J. Hunter*

DATE: May 1, 2006

RE: REQUEST FOR PROCESSING TRANSMITTAL FORM

The Department of Watershed Management is forwarding the following for processing:

Project:	<b>ANNUAL CONTRACT FOR TESTING &amp; ANALYSIS OF LARGE WATER METERS/ AMENDMENT AGREEMENT NO.#1</b>	
FC #	<u>6004007697</u>	Terms: One (1) year with Two (2) one (1) year renewals
<input type="checkbox"/> Technical Specifications		<input type="checkbox"/> Project Statement
<input type="checkbox"/> Bid Estimate:		<input type="checkbox"/> Drawings
<input checked="" type="checkbox"/> Requisition:	<u>Q65J-6007</u>	
(FAC #)	<u>2J21 574001165J080394DA / \$1,150,000.00</u>	
(FAC #)		
<input type="checkbox"/> Adver. Requisition:		
(FAC #)		
<input type="checkbox"/> Other:		
<input checked="" type="checkbox"/> Project Manager & Phone No.	<u>Sabrina D. Watts, (404) 330-6955</u>	
<input checked="" type="checkbox"/> Bureau of Procurement Contact:	<u>Cynthia P. Brinkley, (404) 330-6096</u>	
<input type="checkbox"/> Special Instructions:		

For Bid/Proposal documents, after the Department of Procurement has reviewed said documents, Watershed understands that we can expect confirmation of this transmittal within two (2) working days. A project meeting will be scheduled and the project calendar set.

C: Sheila Pierce, Deputy Commissioner, DWM  
Cathy Martin, Deputy Procurement Officer, DOP  
Carl Hall, Contract Administrator, DOP  
Sabrina D. Watts, Watershed Manager, DWM  
Andy Ladd, Financial Analyst, DOP  
Richard T. Parker, Deputy Commissioner, BODW,  
Sylvia Glover, Watershed Manager, BODW  
Lynn Portee, Contracting Officer, DOP  
Cynthia P. Brinkley, Management Analyst, DWM

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): Megan S. Middleton 

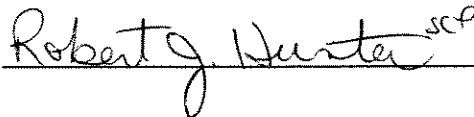
Contact Number: 6207

Originating Department: Department of Watershed Management

Committee(s) of Purview: City Utilities

Council Deadline: May 15, 2006

Committee Meeting Date(s): May 30, 2006 Full Council Date: June 5, 2006


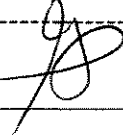
Commissioner Signature Robert J. Hunter<sup>scd</sup> 

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH WATER MANAGEMENT SERVICES, FOR FC-6004007697, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, FOR AN AMOUNT NOT TO EXCEED ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$1,150,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBERS: 2J21 (WATER AND WASTEWATER RENEWAL AND EXTENSION) 574001 (FACILITIES OTHER THAN BUILDINGS) Q65J080394DA (WATER MAINS, VARIOUS LOCATIONS); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any) \$1,150,000.00

Mayor's Staff Only

Received by Mayor's Office: 5/22/06  (date) Reviewed by: 

Submitted to Council: 5/22/06 (date)

**A RESOLUTION  
BY CITY UTILITIES COMMITTEE**

**06-*R*-1174**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH LAKEWOOD HILLS, INC. PROVIDING FOR THE NON-STANDARD LOCATION OF WATER METERS ON PRIVATE PROPERTY LOCATED IN THE CITY OF ATLANTA, GEORGIA, TO WHICH THE CITY PROVIDES WATER SERVICES; AND FOR OTHER PURPOSES.**

**WHEREAS**, Lakewood Hills, Inc. ("Lakewood") wishes to build fifty (50) residential, single-family detached homes in a subdivision located in a master planned development known as Park Place South on South Pryor Road in the City of Atlanta ("City"); and

**WHEREAS**, the proposed single-family homes will be served with potable water from the City; and

**WHEREAS**, the City typically requires that water meters be located at the "service connection" location either on City property, in the right-of-way or within an easement or license granted to the City; and

**WHEREAS**, Section 154-116(a)(5) of the Code of Ordinances of the City of Atlanta ("Code") regarding the City's water system provides for the installation of separate water meters on private property and grant easements to the City; and

**WHEREAS**, Lakewood proposes to locate fifty (50) water meters at locations different than the service connection location, to allow each meter to be located on private property on an individual lot in the subdivision; and

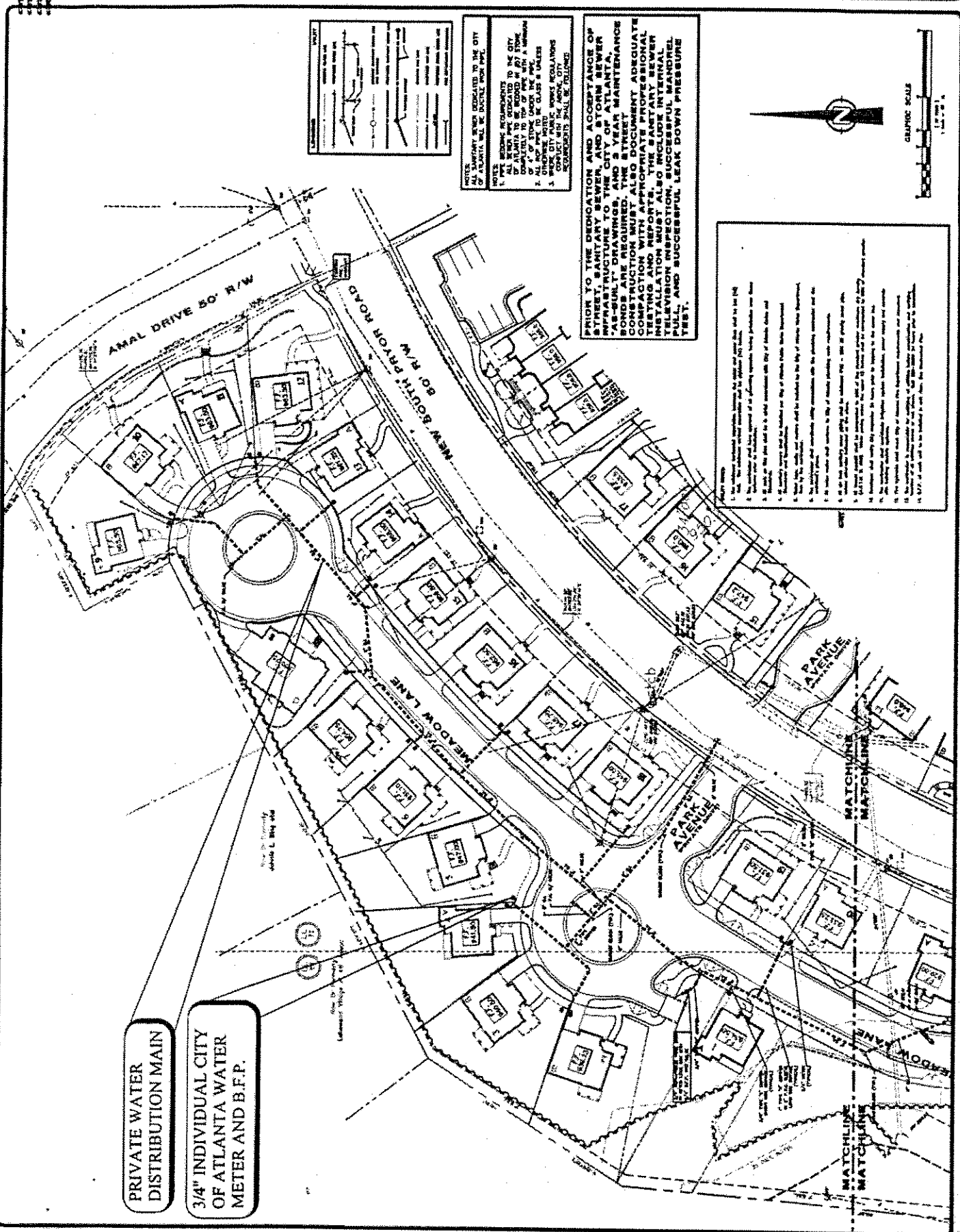
**WHEREAS**, it is desirable and in the best interests of the City to enter into an Agreement with Lakewood setting forth the terms between the parties concerning the installation of and responsibility for water system infrastructure, including meters, within the subdivision.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES**, that the Mayor is authorized to execute an Agreement with Lakewood for the non-standard location of water meters on private property located within the subdivision according to Section 154-116(a)(5) of the Code.

**BE IT FURTHER RESOLVED**, that the City Attorney is authorized to prepare an appropriate Agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED**, that the Agreement will not become binding upon the City and the City will not be liable or obligated under it until it has been duly executed by the Mayor and Lakewood Hills, Inc., attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to Lakewood.

*F-6*



**EXHIBIT A - UTILITY PLAN PARK PLACE SOUTH PHASE VI-B WEST**





UTILITY PLAN PARK PLACE SOUTH PHASE VI-B EAST



TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): Megan S. Middleton *Megan Middleton*

Contact Number: 6207

Originating Department: Department of Watershed Management

Committee(s) of Purview: City Utilities

Council Deadline: May 15, 2006

Committee Meeting Date(s): May 30, 2006 Full Council Date: June 5, 2006

Commissioner Signature *Robert J. Hunter* <sup>SCD</sup>

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH LAKEWOOD HILLS, INC. PROVIDING FOR THE NON-STANDARD LOCATION OF WATER METERS ON PRIVATE PROPERTY LOCATED IN THE CITY OF ATLANTA, GEORGIA, TO WHICH THE CITY PROVIDES WATER SERVICES; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any) \$0.00

Mayor's Staff Only

Received by Mayor's Office: 5/22/06 *JS* (date) Reviewed by: *JS*

Submitted to Council: 5/22/06 (date)

**A RESOLUTION  
BY CITY UTILITIES COMMITTEE**

**06-R-1175**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH METALS AND MATERIALS ENGINEERS, FOR FC-6004007832A, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT FOR AN AMOUNT NOT TO EXCEED TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$2,750,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBER: 2J28 (WATER AND WASTEWATER BOND FUND) 574001 (FACILITIES OTHER THAN BUILDINGS) Q65J08039999 (WATER MAINS, VARIOUS LOCATIONS); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta ("City") did enter into an Agreement, FC-6004007832A, Annual Contract for Repair and Replacement of Large Water Meters, with Metals & Materials Engineers ("MME") on January 6, 2005; and

**WHEREAS**, the term of the agreement is for a period of two (2) years with three (3) one (1) year renewal options at the sole discretion of the City; and

**WHEREAS**, MME has performed contracted services satisfactorily; and

**WHEREAS**, the Commissioner of the Department of Watershed Management desires to amend Agreement FC-6004007832A, Annual Contract for Repair and Replacement of Large Water Meters, to provide additional services and funding in an amount not to exceed Two Million Seven Hundred Fifty Thousand Dollars and No Cents (\$2,750,000.00).

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES**, that the Mayor is authorized to execute on behalf of the City Amendment No. 1 to Agreement FC-6004007832A, with MME, in an amount not to exceed Two Million Seven Hundred Fifty Thousand Dollars and No Cents (\$2,750,000.00).

**BE IT FURTHER RESOLVED**, that all contracted work will be charged to and paid for from Fund, Account and Center Number 2J28 (2004 Water & Wastewater Bond Fund) 574001 (Facilities Other Than Buildings) Q65J08039999 (Water Mains, Various Locations).

**BE IT FURTHER RESOLVED**, that the City Attorney is directed to prepare an appropriate Amendment for execution by the Mayor.

**BE IT FINALLY RESOLVED**, that the Amendment will not become binding on the City and the City will incur no liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to MME.



CITY OF ATLANTA  
DEPT. OF PROCUREMENT

2006 APR 29 PM 2:03

CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE SW, SUITE 5400  
ATLANTA, GEORGIA 30303-0312  
OFFICE (404) 330-6081  
FAX (404) 858-7194

DEPARTMENT OF  
WATERSHED MANAGEMENT  
ROBERT J. HUNTER  
COMMISSIONER

MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer, DOP

FROM: Robert J. Hunter, Commissioner, DWM *Robert J. Hunter*

DATE: April 21, 2006

RE: REQUEST FOR PROCESSING TRANSMITTAL FORM

The Department of Watershed Management is forwarding the following for processing:

Project:	<b>ANNUAL CONTRACT FOR REPAIR &amp; REPLACEMENT OF LARGE WATER METERS /</b>	
	<b>AMENDMENT AGREEMENT NO.#1</b>	
FC #	<u>6004007832A</u>	Terms: One (1) year with Two (2) one (1) year renewals
<input type="checkbox"/>	Technical Specifications	<input type="checkbox"/> Project Statement
<input type="checkbox"/>	Bid Estimate:	<input type="checkbox"/> Drawings
<input checked="" type="checkbox"/>	Requisition:	<u>Q65J-6006 / \$2,750,000.00</u>
	(FAC #)	<u>2J28 574001 Q65J08039999</u>
	(FAC #)	
<input checked="" type="checkbox"/>	Adver. Requisition:	<u>LEGISLATIVE REQUEST / CYCLE #10</u>
	(FAC #)	
<input type="checkbox"/>	Other:	
<input checked="" type="checkbox"/>	Project Manager & Phone No.	<u>Sabrina D. Watts, (404) 330-6955</u>
<input checked="" type="checkbox"/>	Bureau of Procurement Contact:	<u>Cynthia P. Brinkley, (404) 330-6096</u>
<input type="checkbox"/>	Special Instructions:	

For Bid/Proposal documents, after the Department of Procurement has reviewed said documents, Watershed understands that we can expect confirmation of this transmittal within two (2) working days. A project meeting will be scheduled and the project calendar set.

C: Sheila Pierce, DWM  
Chris Heberd, BODW  
Cathy Martin, DOP  
Carl Hall, DOP  
Sabrina Dolores Watts, DWM  
Andy Ladd, DOF  
Megan Middleton, DOL  
Tracy Curry, DWM  
Anthony D. Stanley, DOP  
Cynthia P. Brinkley, DWM



CITY OF ATLANTA  
DEPT. OF PROCUREMENT  
2006 APR 29 PM 2:03

## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE SW, SUITE 5400  
ATLANTA, GEORGIA 30303-0312  
OFFICE (404) 330-6081  
FAX (404) 658-7194

DEPARTMENT OF  
WATERSHED MANAGEMENT  
ROBERT J. HUNTER  
COMMISSIONER

### MEMORANDUM

**TO:** Adam L. Smith, Chief Procurement Officer,  
Department of Procurement

**FROM:** Robert J. Hunter, Commissioner  
Department of Watershed Management *Robert J. Hunter*

**DATE:** April 21, 2006

**RE:** Legislative Request / 6004007832A, Annual Contract for  
Repair and Replacement of Large Water Meters /  
Amendment Agreement No. #1  
Contractor: Metals and Materials Engineers (MME)

Please prepare the appropriate legislation for Cycle 10 for the above referenced contractor. We have attached a revised Scope of Work and a requisition to add additional funding for this project.

We anticipate services in an amount not to exceed **Two Million Dollars Seven Hundred Fifty Thousand Dollars and No Cents (\$2,750,000.00)**. The cost shall be charged to Fund, Account, and Center Number #2J28 574001 Q65J08039999.

Should you have any questions concerning this matter, please feel free to contact Mrs. Sabrina D. Watts, Watershed Manager, at (404) 330-6955.

Your assistance in this matter is requested and appreciated.

RJH/cpb

**C:** Sheila C. Pierce, DWM  
Chris Hebbard, BODW  
Cathy Martin, DOP  
Carl Hall, DOP  
Sabrina D. Watts, DWM  
Sylvia Glover, BODW  
Tracy Curry, DWM  
Megan Middleton, DOL  
Anthony D. Stanley, DOP  
Cynthia P. Brinkley, DWM





L	OVEREXPEND				A	E				C G		ACTIVE DATE	INACTIVE DATE
V	TOLERANCE				BDG YTD P	EST	N				L R		
L	POST	AMT	PCT	GRP LTD P	REV	EXP	C	COMM	S	P	STAT		
0	Y	9999	999		Y	Y	N	Y	Y	Y	5 7	0	



CITY OF ATLANTA  
DEPT. OF PROCUREMENT  
2006 APR 29 PM 2:03

## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE SW, SUITE 5400  
ATLANTA, GEORGIA 30303-0312  
OFFICE (404) 330-6081  
FAX (404) 658-7194

DEPARTMENT OF  
WATERSHED MANAGEMENT  
ROBERT J. HUNTER  
COMMISSIONER

### MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer,  
Department of Procurement

FROM: Robert J. Hunter, Commissioner  
Department of Watershed Management *Robert J. Hunter*

DATE: April 21, 2006

RE: Legislative Request / 6004007832A, Annual Contract for  
Repair and Replacement of Large Water Meters /  
Amendment Agreement No. #1  
Contractor: Metals and Materials Engineers (MME)

Please prepare the appropriate legislation for Cycle 10 for the above referenced contractor. We have attached a revised Scope of Work and a requisition to add additional funding for this project.

We anticipate services in an amount not to exceed **Two Million Dollars Seven Hundred Fifty Thousand Dollars and No Cents (\$2,750,000.00)**. The cost shall be charged to Fund, Account, and Center Number #2J28 574001 Q65J08039999.

Should you have any questions concerning this matter, please feel free to contact Mrs. Sabrina D. Watts, Watershed Manager, at (404) 330-6955.

Your assistance in this matter is requested and appreciated.

RJH/cpb

C: Sheila C. Pierce, DWM  
Chris Hebbard, BODW  
Cathy Martin, DOP  
Carl Hall, DOP  
Sabrina D. Watts, DWM  
Sylvia Glover, BODW  
Tracy Curry, DWM  
Megan Middleton, DOL  
Anthony D. Stanley, DOP  
Cynthia P. Brinkley, DWM



CITY OF ATLANTA  
DEPT. OF PROCUREMENT

2006 APR 29 PM 2:03

CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE SW, SUITE 5400  
ATLANTA, GEORGIA 30303-0312  
OFFICE (404) 330-6081  
FAX (404) 658-7194

DEPARTMENT OF  
WATERSHED MANAGEMENT  
ROBERT J. HUNTER  
COMMISSIONER

MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer, DOP  
FROM: Robert J. Hunter, Commissioner, DWM *Robert J. Hunter*  
DATE: April 21, 2006  
RE: REQUEST FOR PROCESSING TRANSMITTAL FORM

The Department of Watershed Management is forwarding the following for processing:

Project: ANNUAL CONTRACT FOR REPAIR & REPLACEMENT OF LARGE WATER METERS /  
AMENDMENT AGREEMENT NO.#1  
FC # 6004007832A Terms: One (1) year with Two (2) one (1) year  
renewals  
☐ Technical Specifications ☐ Project Statement  
☐ Bid Estimate: ☐ Drawings  
☒ Requisition: Q65J-6006 / \$2,750,000.00  
(FAC #) 2J28 574001 Q65J08039999  
(FAC #)  
☒ Adver. Requisition: LEGISLATIVE REQUEST / CYCLE #10  
(FAC #)  
☐ Other:  
☒ Project Manager & Phone No. Sabrina D. Watts, (404) 330-6955  
☒ Bureau of Procurement Contact: Cynthia P. Brinkley, (404) 330-6096  
☐ Special Instructions:

For Bid/Proposal documents, after the Department of Procurement has reviewed said documents, Watershed understands that we can expect confirmation of this transmittal within two (2) working days. A project meeting will be scheduled and the project calendar set.

C: Sheila Pierce, DWM  
Chris Hebbard, BODW  
Cathy Martin, DOP  
Carl Hall, DOP  
Sabrina Dolores Watts, DWM  
Andy Ladd, DOF  
Megan Middleton, DOL  
Tracy Curry, DWM  
Anthony D. Stanley, DOP  
Cynthia P. Brinkley, DWM

**Q65J-6006**

134

**Q65J08039999**

CENTER

17-Apr-06

CITY OF ATLANTA  
 DEPT. OF PUBLIC SAFETY  
 APR 29 PM 2:03  
 2006

DATE \_\_\_\_\_

4-2406

Computer Equipment

Approve    Disapprove

11

**DOP USE ONLY**

BUYER ID

1587

FINANCE USE ONLY

DIT USE ONLY Y

REQ. ENTERED BY

FAC APPROVAL

**SIGNATURE**

CYNTHIA P. BRINKLEY

17-Apr-06

SIGNATURE

DATE \_\_\_\_\_

SIGNATURE

DATE \_\_\_\_\_

~~DOP003-04~~



# CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

OFFICE OF CONTRACT COMPLIANCE  
55 TRINITY AVENUE, S.W. SUITE 1700  
ATLANTA, GEORGIA 30303  
OFFICE (404) 330-6010  
FAX (404) 658-7359

## MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer  
Department of Procurement

FROM: Hubert Owens, Acting Director  
Office of Contract Compliance

DATE: October 1, 2004

RE: Recommendation for FC 6004007832, Annual Contract for Repair and Replacement of Large Water Meters

The Office of Contract Compliance has reviewed the two (2) bids for minority and female business enterprise participation. Both bidders are eligible under Section 2-1449(a)(2)(C) of the Equal Business Opportunity Code of Ordinances and have been deemed responsive by the Office of Contract Compliance. For your information, they have committed to utilizing AABEs and FBEs as indicated below:

### Metals and Materials Engineers

Atlanta Utility Constructors, LLC	AABE	17%
Q-Solutions, Inc.	FBE	17%
<b>Participation Total</b>		<b>34%</b>

### Rockdale Pipeline, Inc.

Edgar Roberts Contracting	AABE	35%
M.A.R. Trucking	FBE	1%
Source One Research & Drug Testing	FBE	1%
<b>Participation Total</b>		<b>37%</b>

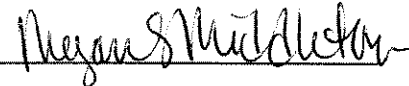
If you have questions, please contact me at (404) 330-6010 or Bruce T. Bell at (404) 330-6009.

CC: File  
Anthony D. Stanley, DOP

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): Megan S. Middleton 

Contact Number: 6207

Originating Department: Department of Watershed Management

Committee(s) of Purview: City Utilities

Council Deadline: May 15, 2006

Committee Meeting Date(s): May 30, 2006 Full Council Date: June 5, 2006

Commissioner Signature Robert J. Hunter <sup>scP</sup> 


CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH METALS AND MATERIALS ENGINEERS, FOR FC-6004007832A, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT FOR AN AMOUNT NOT TO EXCEED TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$2,750,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBERS: 2J28 (WATER AND WASTEWATER BOND FUND) 574001 (FACILITIES OTHER THAN BUILDINGS) Q65J08039999 (WATER MAINS, VARIOUS LOCATIONS); AND FOR OTHER PURPOSES.

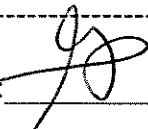
FINANCIAL IMPACT (if any) **\$2,750,000.00**

Mayor's Staff Only

Received by Mayor's Office:

5/22/06   
(date)

Reviewed by:



Submitted to Council:

5/22/06  
(date)

**A RESOLUTION  
BY CITY UTILITIES COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH ROCKDALE PIPELINE, INC., FOR FC-6004007832B, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT FOR AN AMOUNT NOT TO EXCEED ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBERS: 2J27 (2001 WATER AND WASTEWATER BOND FUND) 574001 (FACILITIES OTHER THAN BUILDINGS) Q65J08039999 (WATER MAINS, VARIOUS LOCATIONS) (\$125,000.00) AND 2J21 (WATER AND WASTEWATER RENEWAL AND EXTENSION) 574001 (FACILITIES OTHER THAN BUILDINGS) Q65J080394DA (WATER MAINS, VARIOUS LOCATIONS) (\$875,000.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta ("City") did enter into an Agreement, FC-6004007832B, Annual Contract for Repair and Replacement of Large Water Meters, with Rockdale Pipeline, Inc. ("Rockdale") on December 8, 2004; and

**WHEREAS**, the term of the agreement is for a period of two (2) years with three (3) one (1) year renewal options at the sole discretion of the City; and

**WHEREAS**, Rockdale has performed contracted services satisfactorily; and

**WHEREAS**, the Commissioner of the Department of Watershed Management desires to amend Agreement FC-6004007832B, Annual Contract for Repair and Replacement of Large Water Meters, to provide additional services and funding in an amount not to exceed One Million Dollars and No Cents (\$1,000,000.00).

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES**, that the Mayor is authorized to execute on behalf of the City Amendment No. 1 to Agreement FC-6004007832B, with Rockdale, in an amount not to exceed One Million Dollars and No Cents (\$1,000,000.00).

**BE IT FURTHER RESOLVED**, that all contracted work will be charged to and paid for from Fund, Account and Center Numbers 2J27 (2001 Water & Wastewater Bond Fund) 574001 (Facilities Other Than Buildings) Q65J08039999 (Water Mains, Various Locations) (\$125,000.00) and 2J21 (Water & Wastewater Renewal & Extension) 574001 (Facilities Other Than Buildings) Q65J080394DA (Water Mains, Various Locations) (\$875,000.00)

**BE IT FURTHER RESOLVED**, that the City Attorney is directed to prepare an appropriate Amendment for execution by the Mayor.

**BE IT FINALLY RESOLVED**, that the Amendment will not become binding on the City and the City will incur no liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to Rockdale.





CITY OF ATLANTA  
DEPT. OF PROCUREMENT  
2006 APR 28 PM 2:04

## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE SW, SUITE 5400  
ATLANTA, GEORGIA 30303-0312  
OFFICE (404) 330-8081  
FAX (404) 858-7194

DEPARTMENT OF  
WATERSHED MANAGEMENT  
ROBERT J. HUNTER  
COMMISSIONER

### MEMORANDUM

**TO:** Adam L. Smith, Chief Procurement Officer, DOP  
**FROM:** Robert J. Hunter, Commissioner, DWM *Robert J. Hunter*  
**DATE:** April 21, 2006  
**RE:** REQUEST FOR PROCESSING TRANSMITTAL FORM

The Department of Watershed Management is forwarding the following for processing:

Project:	ANNUAL CONTRACT FOR REPAIR & REPLACEMENT OF LARGE WATER METERS / AMENDMENT AGREEMENT NO.#1	
FC #	6004007832B	Terms: One (1) year with Two (2) one (1) year renewals
<input type="checkbox"/>	Technical Specifications	<input type="checkbox"/> Project Statement
<input type="checkbox"/>	Bid Estimate:	<input type="checkbox"/> Drawings
<input checked="" type="checkbox"/>	Requisition: Q65J-5017 / \$1,000,000.00	
	(FAC #) 2J27 574001 Q65J08039999 (\$125,000.00)	
	(FAC #) 2J21 574001 Q65J080394DA (\$875,000.00)	
<input type="checkbox"/>	Adver. Requisition:	
	(FAC #)	
<input checked="" type="checkbox"/>	Other: LEGISLATIVE REQUEST / CYCLE #10	
<input checked="" type="checkbox"/>	Project Manager & Phone No.	Sabrina D. Watts, (404) 330-6955
<input checked="" type="checkbox"/>	Bureau of Procurement Contact:	Cynthia P. Brinkley, (404) 330-6096
<input type="checkbox"/>	Special Instructions:	

For Bid/Proposal documents, after the Department of Procurement has reviewed said documents, Watershed understands that we can expect confirmation of this transmittal within two (2) working days. A project meeting will be scheduled and the project calendar set.

C: Sheila Pierce, Deputy Commissioner, DWM  
Chris Hebbard, Deputy Commissioner, BODW  
Cathy Martin, Deputy Procurement Officer, DOP  
Sabrina D. Watts, Watershed Manager, DWM  
Carl Hall, Contract Administrator, DOP  
Megan Middleton, DOL  
Tracy Curry, DWM  
Andy Ladd, Budget & Policy Manager, DOF-BFP  
Anthony D. Stanley, Contracting Officer, DOP  
Cynthia P. Brinkley, Management Analyst, DWM



CITY OF ATLANTA  
DEPT. OF PROCUREMENT  
2006 APR 29 PM 2:04

## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE SW, SUITE 5400  
ATLANTA, GEORGIA 30303-0312  
OFFICE (404) 330-6081  
FAX (404) 658-7194

DEPARTMENT OF  
WATERSHED MANAGEMENT  
ROBERT J. HUNTER  
COMMISSIONER

### MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer,  
Department of Procurement

FROM: Robert J. Hunter, Commissioner *Robert J. Hunter*  
Department of Watershed Management

DATE: April 21, 2006

RE: **Legislative Request / 6004007832B, Annual Contract for  
Repair and Replacement of Large Water Meters / Amendment No. #1  
Contractor: Rockdale Pipeline, Inc.**

Please prepare the appropriate legislation for Cycle 10 for the above referenced contractor. We are seeking to add additional funding and a revised Scope of Work to this project.

We anticipate services in an amount not to exceed **One Million Dollars and No Cents (\$1,000,000.00)**. The cost shall be charged to Fund, Account, and Center Numbers #2J27 574001 Q65J08039999 for \$125,000.00 and #2J21 574001 Q65J080394DA for \$875,000.00.

Should you have any questions concerning this matter, please feel free to contact Mrs. Sabrina D. Watts, Watershed Manager, at (404) 330-6955.

Your assistance in this matter is requested and appreciated.

RJH/CPB

C: Sheila C. Pierce, DWM  
Chris Hebbard, BODW  
Cathy Martin, DOP  
Carl Hall, DOP  
Sabrina D. Watts, DWM  
Tracy Curry, DWM  
Sylvia Glover, BODW  
Megan Middleton, DOL  
Anthony D. Stanley, DOP  
Cynthia P. Brinkley, DWM



PS

## REQUISITION LINE

RQ1

NEXT FUNCTION: \_\_\_\_\_ ACTION: \_\_\_\_\_

04/13/2006 14:27:36

REQUEST: g \_\_\_\_\_ SAVE SHOW PAGE NO: \_\_\_\_\_

=====

BUY ENTITY	: CONT	REQUISITION NO.:	Q65J5017
REQ. LINE NO.	: 0001	REQUESTER ID	: 587
BUYER ID	: CO	PRIORITY	: 1
CATALOG NO.	: _____	ITEM NO.	: 9118505
ITEM DESCRIPTION	: FC6004007832B/LARGE	WATER MTR REPAIR&REPLACE/RENEW 1	
QUANTITY REQUIRED SKU:	1	SKU	: EA
UNIT PRICE	: 125,000.00000	PRICE TYPE	: -
REQUIRED DATE	: 11/04/2005	SHIP TO CODE	: _____
GL EFFECTIVE DATE	: 11/04/2005		

PAY ENTITY : \_\_\_\_\_

PREFERRED VENDOR/QUOTE

VENDOR NO : \_\_\_\_\_ GROUP NUMBER : \_\_\_\_\_

OR SHORT NAME : \_\_\_\_\_

QUOTE NUMBER : \_\_\_\_\_ ITEM SEQ NO. : \_\_\_\_\_ QUOTE REQUIRED : N

GL COMPANY : 2J27 GL ACCOUNT : 574001

GL CENTER : Q65J08039999 DISTRIB IND : \_\_\_\_\_

PROJECT CO. : \_\_\_\_\_ PROJECT CODE : \_\_\_\_\_ ACCOUNTING RULE: 01

DSP DEFAULTS : \_ PASS : \_ CONT TO RQ2 : \_ LINE STATUS : 1

PS

## REQUISITION HEADER

RQH

NEXT FUNCTION: \_\_\_\_\_ ACTION: \_\_\_\_\_

04/13/2006 14:27:13

REQUEST: g \_\_\_\_\_ SAVE SHOW PAGE NO: \_\_\_\_\_

```
=====
BUY ENTITY                : cont
REQUISITION NO.          : Q65J5017
REQUESTER ID              : 587
REQUISITION TOTAL        : 1,000,000.00
REQUISITION LINE TOTAL: 1,000,000.00
DIFFERENCE                : .00
BUYER ID                  : _____
REQUISITION STATUS       : 0
GL EFF DT/TRIP END DT    : 11/04/2005
DATE ENTERED              : 11/04/2005
DATE LAST UPDATED        : 03/09/2006
SIGNATURE APPROVAL       : FIN _____
UNRESOLVED LINES         : 0
OPEN LINES                : 2
PARTIALLY CLOSED LINES   : 0
CLOSED LINES              : 0
TOTAL LINES               : 2
=====
```

NOTES: \_\_\_\_\_

**FC-6004007832, ANNUAL CONTRACT FOR REPAIR AND REPLACEMENT  
OF  
LARGE METERS**

**2.05 DAMAGED METER VAULT REPAIR AND RECONSTRUCTION**

The Contractor will repair and/or reconstruct meter damaged vaults where appropriate after removal of debris if so directed by the City. The Contractor shall remove meter box construction structural debris from vaults where appropriate as requested and assigned to complete Work Orders, if so directed by the City.

**3.03 METER REPAIR & REPLACEMENT**

12. The Contractor shall verify that any replaced meter has the manufacturers warranty of all meters to operate within the accuracy range specified in AWWA standard M6 for a period of twelve (12) months from the date of installation. The Contractor shall provide a copy of the manufacturer's warranty test report and submit with the signed Work Order for replaced meters. (Replace this section in its entirety)
14. The Contractor shall repair meters that are AMR compatible to be in compliance with Automatic Meter Reading (AMR) retrofitting requirements.

**3.04** Meter Repair and Replacement Personnel: The size of the crew shall be a minimum.....Georgia Distribution License holder. The crew shall be capable of repairing, replacing, calibrating, and testing all major brands of large water meters, (i.e., Hersey, Neptune, Rockwell, Badger, etc.)

**3.05** Meter Accuracy: Replaced and Repaired meters must meet accuracy - as in AWWA standard manual M6. All repaired meters shall be recalibrated and tested by the Contractor to 100% accuracy. The Contractor's test report will identify the applicable AWWA Standard and the required test data to confirm that each meter was tested at the compliance points. Meters not meeting these accuracy requirements, at any point during the installation or warranty period, shall be replaced by the Contractor at no additional cost to the City.

### **3.06 FLOW TEST VERIFICATION:**

In order to evaluate the Contractor's compliance with meter accuracy requirements as defined in paragraph 3.05, the City may perform a QA/QC test of repaired and replaced meters by the Contractor to verify that meters meet AWWA accuracy standards. Meters not meeting the accuracy requirements shall be **replaced** by the Contractor at no additional cost to the City. The City will test repaired and replaced meters utilizing AWWA standard procedures and tests rates as follows:

**3.08 Damaged Meter Vault Repair or Reconstruction:** Meter vault repair and re-construction shall include all labor, materials, tools, and equipment needed to complete the required Work. Work for meter vault repair or reconstruction shall be issued as Work Orders by the City's designated Project Manager. Meter vault repair shall consist, but not limited to the following activities:

1. The Contractor will repair and/or reconstruct meter damaged vaults where appropriate; as requested and assigned by the City to improve the physical accessibility and remove obstructions limiting access to the meter vault.
2. The Contractor shall remove meter box construction debris from vaults where appropriate; as requested by the City and assigned to complete Work Orders.

## BID SCHEDULE

The items listed below are as specified:

1. On-Site Testing and Calibration for Repaired Large Meters:

<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
a. 3-inch Meter	100	Each	\$_____	\$_____
b. 4-inch Meter	75	Each	\$_____	\$_____
c. 6-inch Meter	100	Each	\$_____	\$_____
d. 8-inch Meter	75	Each	\$_____	\$_____
e. 10-inch Meter	5	Each	\$_____	\$_____

2. Repair and/or Reconstruct Damaged Meter Vault:

<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
a. 6-inch Meter Vault Repair	50	Each	\$_____	\$_____
b. 6-inch Meter Vault Reconstruction	50	Each	\$_____	\$_____
c. 8-inch Meter Vault Repair	50	Each	\$_____	\$_____
d. 8-inch Meter Vault Reconstruction	50	Each	\$_____	\$_____
e. 10-inch Meter Vault Repair	5	Each	\$_____	\$_____
f. 10-inch Meter Vault Reconstruction	5	Each	\$_____	\$_____
g. 12-inch Meter Vault Repair	5	Each	\$_____	\$_____
h. 12-inch Meter Vault Reconstruction	5	Each	\$_____	\$_____





CITY OF ATLANTA  
DEPT. OF PROCUREMENT  
2006 APR 29 PM 2:04

## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE SW, SUITE 5400  
ATLANTA, GEORGIA 30303-0312  
OFFICE (404) 330-6081  
FAX (404) 658-7194

DEPARTMENT OF  
WATERSHED MANAGEMENT  
ROBERT J. HUNTER  
COMMISSIONER

### MEMORANDUM

**TO:** Adam L. Smith, Chief Procurement Officer,  
Department of Procurement

**FROM:** Robert J. Hunter, Commissioner  
Department of Watershed Management *Robert J. Hunter*

**DATE:** April 21, 2006

**RE:** Legislative Request / 6004007832B, Annual Contract for  
Repair and Replacement of Large Water Meters / Amendment No. #1  
Contractor: Rockdale Pipeline, Inc.

Please prepare the appropriate legislation for Cycle 10 for the above referenced contractor. We are seeking to add additional funding and a revised Scope of Work to this project.

We anticipate services in an amount not to exceed **One Million Dollars and No Cents (\$1,000,000.00)**. The cost shall be charged to Fund, Account, and Center Numbers #2J27 574001 Q65J08039999 for \$125,000.00 and #2J21 574001 Q65J080394DA for \$875,000.00.

Should you have any questions concerning this matter, please feel free to contact Mrs. Sabrina D. Watts, Watershed Manager, at (404) 330-6955.

Your assistance in this matter is requested and appreciated.

RJH/CPB

C: Sheila C. Pierce, DWM  
Chris Hebbard, BODW  
Cathy Martin, DOP  
Carl Hall, DOP  
Sabrina D. Watts, DWM  
Tracy Curry, DWM  
Sylvia Glover, BODW  
Megan Middleton, DOL  
Anthony D. Stanley, DOP  
Cynthia P. Brinkley, DWM

**Q65J-5017**

SHIP TO CODE 134

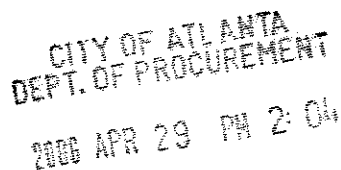
CENTER

9-Mar-06

RECEIVED  
MAR 20 1960

DATE \_\_\_\_\_

DOP003-04



SHIRLEY FRANKLIN  
MAYOR

55 TRINITY AVENUE SW, SUITE 5400  
ATLANTA, GEORGIA 30303-0312  
OFFICE (404) 330-8081  
FAX (404) 658-7194

DEPARTMENT OF  
WATERSHED MANAGEMENT  
ROBERT J. HUNTER  
COMMISSIONER

**TO:** Adam L. Smith, Chief Procurement Officer, DOP

**FROM:** cc/ Robert J. Hunter, Commissioner, DWM

DATE: April 21, 2006

**RE: REQUEST FOR PROCESSING TRANSMITTAL FORM**

The Department of Watershed Management is forwarding the following for processing:

**Project: ANNUAL CONTRACT FOR REPAIR & REPLACEMENT OF LARGE WATER METERS /  
AMENDMENT AGREEMENT NO.#1**

FC # 6004007832B

**Terms: One (1) year with Two (2) one (1) year renewals**

## Technical Specifications

☐ Project Statement

**Bid Estimate:**

## Drawings

☒ Requisition: **Q65J-5017 / \$1,000,000.00**

(FAC #) 2J27 574001 Q65J08039999 (\$125,000.00)

(FAC #) 2J21 574001 Q65J080394DA (\$875,000.00)

**Adver. Requisition:**

(FAC #)

☒ Other: **LEGISLATIVE REQUEST / CYCLE #10**

☒ Project Manager & Phone No.

**Sabrina D. Watts, (404) 330-6955**

☒ Bureau of Procurement Contact:

**Cynthia P. Brinkley, (404) 330-6096**

**Special Instructions:**

For Bid/Proposal documents, after the Department of Procurement has reviewed said documents, Watershed understands that we can expect confirmation of this transmittal within two (2) working days. A project meeting will be scheduled and the project calendar set.

C: Sheila Pierce, Deputy Commissioner, DWM  
Chris Heberd, Deputy Commissioner, BODW  
Cathy Martin, Deputy Procurement Officer, DOP  
Sabrina D. Watts, Watershed Manager, DWM  
Carl Hall, Contract Administrator, DOP  
Megan Middleton, DOL  
Tracy Curry, DWM  
Andy Ladd, Budget & Policy Manager, DOF-BFP  
Anthony D. Stanley, Contracting Officer, DOP  
Cynthia P. Brinkley, Management Analyst, DWM



# CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

OFFICE OF CONTRACT COMPLIANCE  
55 TRINITY AVENUE, S.W. SUITE 1700  
ATLANTA, GEORGIA 30303  
OFFICE (404) 330-6010  
FAX (404) 658-7359

## MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer  
Department of Procurement

FROM: Hubert Owens, Acting Director  
Office of Contract Compliance

DATE: October 1, 2004

RE: Recommendation for FC 6004007832, Annual Contract for Repair and  
Replacement of Large Water Meters

The Office of Contract Compliance has reviewed the two (2) bids for minority and female business enterprise participation. Both bidders are eligible under Section 2-1449(a)(2)(C) of the Equal Business Opportunity Code of Ordinances and have been deemed responsive by the Office of Contract Compliance. For your information, they have committed to utilizing AABEs and FBEs as indicated below:

### Metals and Materials Engineers

Atlanta Utility Constructors, LLC	AABE	17%
Q-Solutions, Inc.	FBE	17%
<b>Participation Total</b>		<b>34%</b>

### Rockdale Pipeline, Inc.

Edgar Roberts Contracting	AABE	35%
M.A.R. Trucking	FBE	1%
Source One Research & Drug Testing	FBE	1%
<b>Participation Total</b>		<b>37%</b>

If you have questions, please contact me at (404) 330-6010 or Bruce T. Bell at (404) 330-6009.

CC: File  
Anthony D. Stanley, DOP

**FC-6004007832, ANNUAL CONTRACT FOR REPAIR AND REPLACEMENT  
OF  
LARGE METERS**

**2.05 DAMAGED METER VAULT REPAIR AND RECONSTRUCTION**

The Contractor will repair and/or reconstruct meter damaged vaults where appropriate after removal of debris if so directed by the City. The Contractor shall remove meter box construction structural debris from vaults where appropriate as requested and assigned to complete Work Orders, if so directed by the City.

**3.03 METER REPAIR & REPLACEMENT**

12. The Contractor shall verify that any replaced meter has the manufacturers warranty of all meters to operate within the accuracy range specified in AWWA standard M6 for a period of twelve (12) months from the date of installation. The Contractor shall provide a copy of the manufacturer's warranty test report and submit with the signed Work Order for replaced meters. (Replace this section in its entirety)
14. The Contractor shall repair meters that are AMR compatible to be in compliance with Automatic Meter Reading (AMR) retrofitting requirements.

**3.04 Meter Repair and Replacement Personnel:** The size of the crew shall be a minimum.....Georgia Distribution License holder. The crew shall be capable of repairing, replacing, calibrating, and testing all major brands of large water meters, (i.e., Hersey, Neptune, Rockwell, Badger, etc.)

**3.05 Meter Accuracy:** Replaced and Repaired meters must meet accuracy - as in AWWA standard manual M6. All repaired meters shall be recalibrated and tested by the Contractor to 100% accuracy. The Contractor's test report will identify the applicable AWWA Standard and the required test data to confirm that each meter was tested at the compliance points. Meters not meeting these accuracy requirements, at any point during the installation or warranty period, shall be replaced by the Contractor at no additional cost to the City.

### **3.06 FLOW TEST VERIFICATION:**

In order to evaluate the Contractor's compliance with meter accuracy requirements as defined in paragraph 3.05, the City may perform a QA/QC test of repaired and replaced meters by the Contractor to verify that meters meet AWWA accuracy standards. Meters not meeting the accuracy requirements shall be **replaced** by the Contractor at no additional cost to the City. The City will test repaired and replaced meters utilizing AWWA standard procedures and tests rates as follows:

**3.08 Damaged Meter Vault Repair or Reconstruction:** Meter vault repair and re-construction shall include all labor, materials, tools, and equipment needed to complete the required Work. Work for meter vault repair or reconstruction shall be issued as Work Orders by the City's designated Project Manager. Meter vault repair shall consist, but not limited to the following activities:

1. The Contractor will repair and/or reconstruct meter damaged vaults where appropriate; as requested and assigned by the City to improve the physical accessibility and remove obstructions limiting access to the meter vault.
2. The Contractor shall remove meter box construction debris from vaults where appropriate; as requested by the City and assigned to complete Work Orders.

## BID SCHEDULE

The items listed below are as specified:

1. On-Site Testing and Calibration for Repaired Large Meters:

<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
a. 3-inch Meter	100	Each	\$ _____	\$ _____
b. 4-inch Meter	75	Each	\$ _____	\$ _____
c. 6-inch Meter	100	Each	\$ _____	\$ _____
d. 8-inch Meter	75	Each	\$ _____	\$ _____
e. 10-inch Meter	5	Each	\$ _____	\$ _____

2. Repair and/or Reconstruct Damaged Meter Vault:

<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
a. 6-inch Meter Vault Repair	50	Each	\$ _____	\$ _____
b. 6-inch Meter Vault Reconstruction	50	Each	\$ _____	\$ _____
c. 8-inch Meter Vault Repair	50	Each	\$ _____	\$ _____
d. 8-inch Meter Vault Reconstruction	50	Each	\$ _____	\$ _____
e. 10-inch Meter Vault Repair	5	Each	\$ _____	\$ _____
f. 10-inch Meter Vault Reconstruction	5	Each	\$ _____	\$ _____
g. 12-inch Meter Vault Repair	5	Each	\$ _____	\$ _____
h. 12-inch Meter Vault Reconstruction	5	Each	\$ _____	\$ _____

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): Megan S. Middleton *Megan S. Middleton*

Contact Number: 6207

Originating Department: Department of Watershed Management

Committee(s) of Purview: City Utilities

Council Deadline: May 15, 2006

Committee Meeting Date(s): May 30, 2006 Full Council Date: June 5, 2006

Commissioner Signature Robert J. Hunter *Robert J. Hunter* <sup>scP</sup>

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH ROCKDALE PIPELINE, INC., FOR FC-6004007832B, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT FOR AN AMOUNT NOT TO EXCEED ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, ACCOUNT AND CENTER NUMBERS: 2J27 (2001 WATER AND WASTEWATER BOND FUND) 574001 (FACILITIES OTHER THAN BUILDINGS) Q65J08039999 (WATER MAINS, VARIOUS LOCATIONS) (\$125,000.00) AND 2J21 (WATER AND WASTEWATER RENEWAL AND EXTENSION) 574001 (FACILITIES OTHER THAN BUILDINGS) Q65J080394DA (WATER MAINS, VARIOUS LOCATIONS) (\$875,000.00); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any) \$1,000,000.00

Mayor's Staff Only

Received by Mayor's Office:

5/22/06 *[Signature]*  
(date)

Reviewed by:

[Signature]

Submitted to Council:

5/22/06  
(date)